

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #1**

**March 22, 2023**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**AGENDA  
LETTER**

# Fiddler's Creek Community Development District #1

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

March 15, 2023

Board of Supervisors  
Fiddler's Creek Community Development District #1

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on March 22, 2023 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items *(3 minutes per speaker)*
3. Quality Control Lake Report – March 2023: *Premier Lakes, Inc.*
4. Health, Safety and Environment Report
  - A. Irrigation and Pressure Cleaning Efforts
  - B. Security and Safety Update
5. Discussion/Consideration of Rescheduling the May Meeting to May 31, 2023 at 8:00 AM
6. Developer's Report
7. Engineer's Report: *Hole Montes, Inc.*
  - A. Consideration of Award of Contract for Sandpiper Drive Traffic Signal *(to be provided under separate cover)*
  - B. Discussion/Consideration of Trebilcock Consulting Solutions, P.A., Proposal for Traffic Calming Improvements on Cherry Oaks Trail
8. Consideration of Award of Contract for Pump House #2 Irrigation Replacement *(to be provided under separate cover)*
9. Consideration of Proposals for Pump House #2 Roof Replacement
10. Consideration of Lake Bank Erosion Repair Proposals
11. Discussion/Consideration of Landscape Architect *(to be provided under separate cover)*

- 12. Discussion/Consideration of Championship Gatehouse Remodeling
- 13. Discussion: CDD #2's Concern of Traffic Signal Cost Sharing
- 14. Consideration of First Horizon Bank Remaining Renewal Loan Documents
  - A. Consideration of Renewal Revolving Credit Note
  - B. Consideration of Amended and Restated Revolving Loan Agreement
- 15. Acceptance of Unaudited Financial Statements as of February 28, 2023
- 16. Approval of February 22, 2023 Regular Meeting Minutes
- 17. Action/Agenda or Completed Items
- 18. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: April 26, 2023 at 8:00 AM
  - QUORUM CHECK

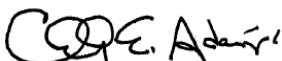
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SEAT 2	TORBEN CHRISTENSEN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JOSEPH SCHMITT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ROBERT SLATER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	FRANK WEINBERG	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

- 19. Supervisors' Requests
- 20. Public Comments
- 21. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,

  
 Chesley E. Adams, Jr.  
 District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**  
**CALL IN NUMBER: 1-888-354-0094**  
**PARTICIPANT PASSCODE: 709 724 7992**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**3**

## Fiddler's Creek CDD #1 Quality Control Lake Report

Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
1	Inspected			Widgeon Grass	
2	Inspected			Giant Bladderwort & Chara	
3	Inspected			Widgeon Grass	
4	Treated	Cristata Lily	16-Mar	Cristata Lily	Removed Tree Debris
4A	Inspected				
5	Inspected				
6	Inspected				
7	Inspected				
7A	Inspected			Southern Naiad	
8	Treated	Chara	9-Mar	Widgeon Grass & Chara	
9	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	9-Mar		
10	Inspected				
15	Inspected				
16	Inspected			Southern Naiad	
17	Inspected				
18	Inspected				
21	Inspected				
22	Inspected				
34	Inspected				
34A/B	Inspected				
35	Inspected				
36	Treated	Hydrilla & Southern Naiad	16-Mar	Hydrilla & Southern Naiad	



Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
37A/B	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	9-Mar		
38A/B/C	Inspected			Hydrilla & Southern Naiad	
39A/B	Treated	Algae	9-Mar	Algae, Southern Naiad, & Hydrilla	
40A/B	Treated	Algae & Chara	9-Mar	Algae, Chara, & Southern Naiad	
41A1/A	Treated	Algae, Chara, Torpedo Grass & Misc. Broadleaf Weeds	9-Mar	Algae, Chara, & Southern Naiad	
41B1/B2/C	Treated	Algae, Chara, Torpedo Grass & Misc. Broadleaf Weeds	9-Mar	Algae, Chara, & Southern Naiad	
42A/B	Treated	Algae, Torpedo Grass, Vines & Misc. Broadleaf Weeds	16-Mar		
43B	Inspected				
44	Treated	Algae & Chara	9-Mar	Algae & Chara	
50A/B	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	14-Mar	Illinois Pondweed & Widgeon Grass	Removed Pond Apples and Broken Pipes
70A	Treated	Torpedo Grass & Broadleaf Weeds	9-Mar		

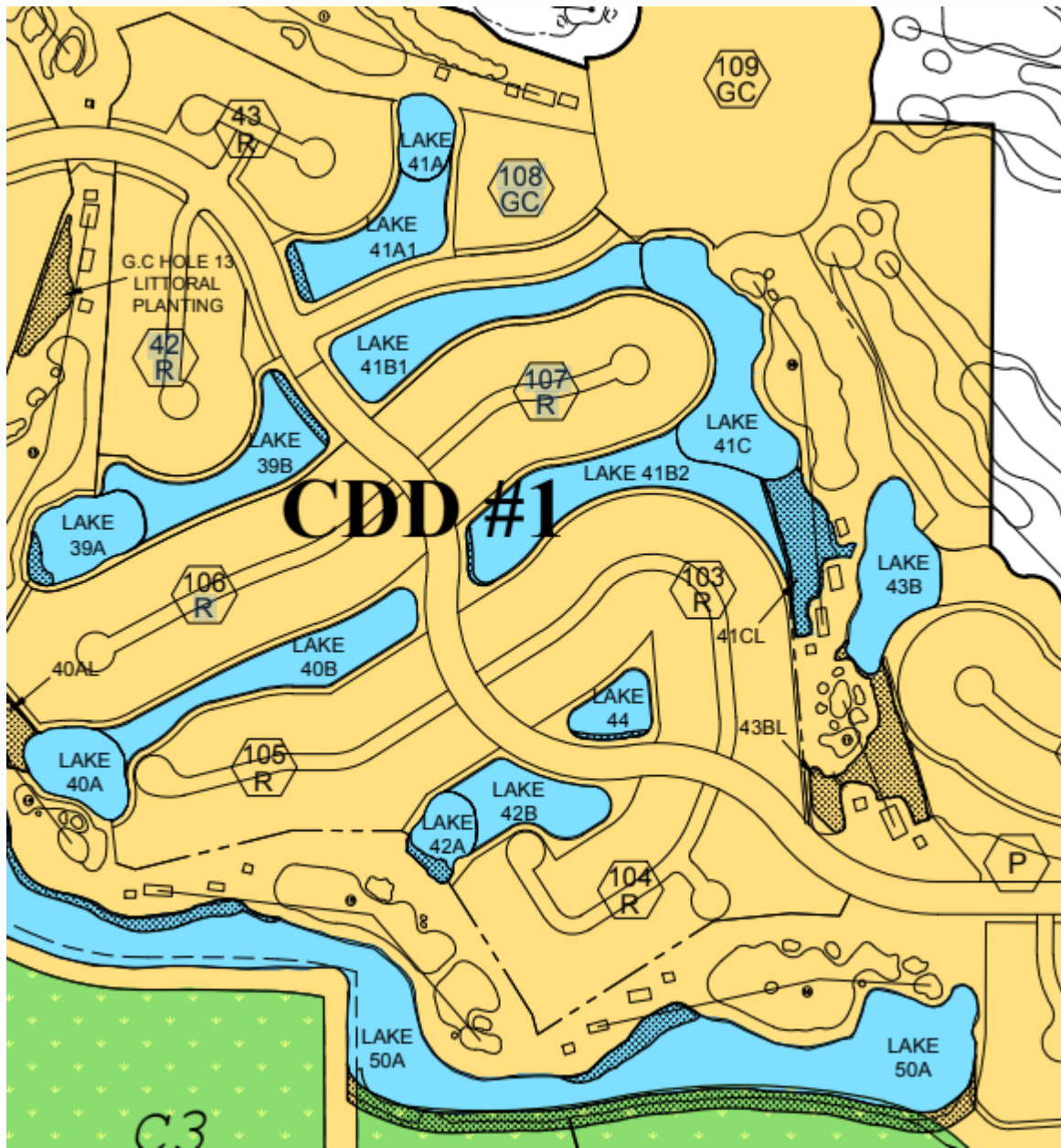


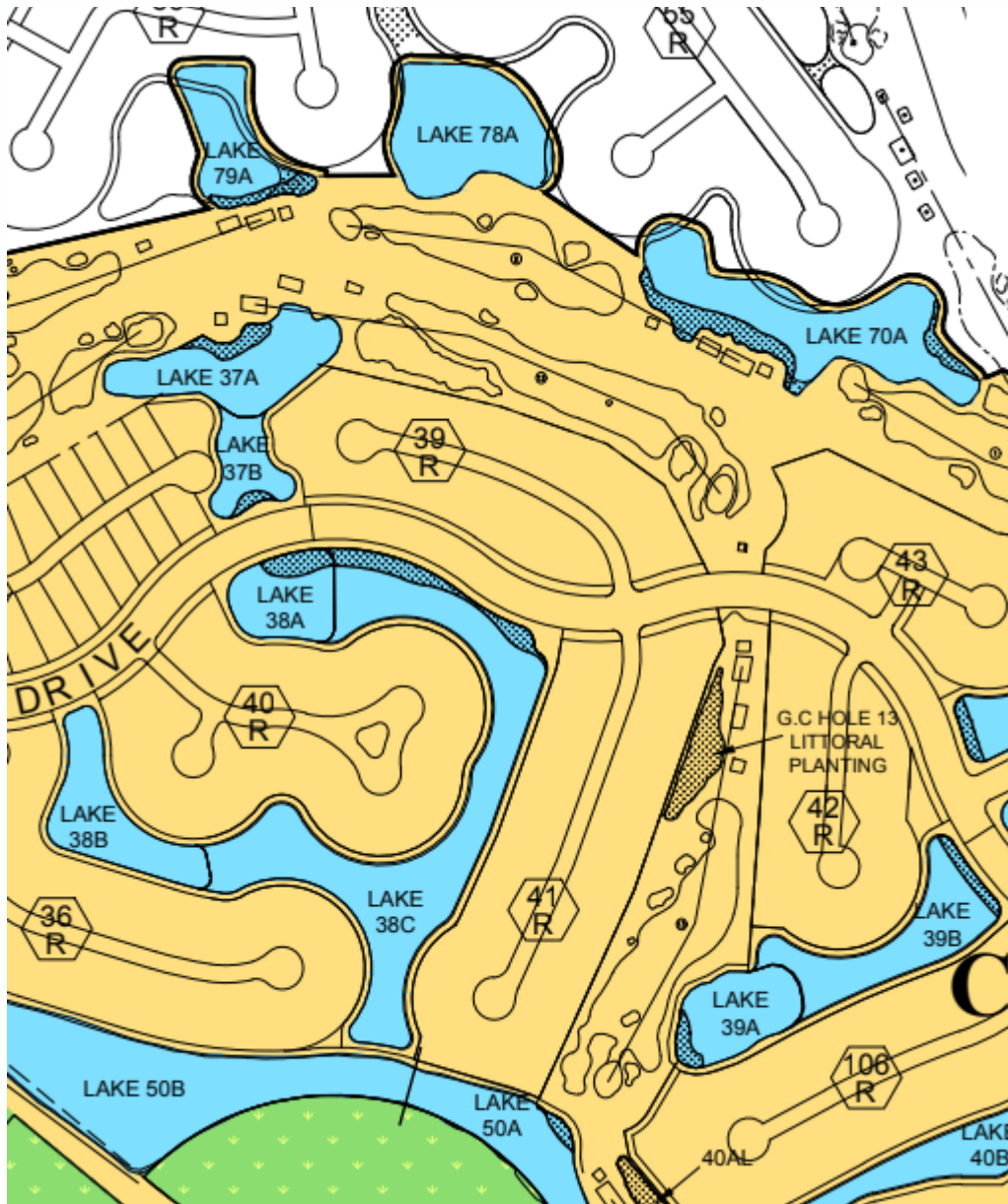
Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
78A	Treated	Torpedo Grass & Broadleaf Weeds	9-Mar		
79A	Treated	Torpedo Grass & Broadleaf Weeds	9-Mar		
FC1	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	14-Mar		
FC2	Treated	Cristata Lily & Torpedo Grass	14-Mar	Cristata Lily	
FC3	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	14-Mar		
FC4	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	14-Mar		
FC5	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	14-Mar		
65A	Inspected				
65B	Treated	Torpedo Grass & Broadleaf Weeds	9-Mar		
65C	Inspected				
65D	Inspected				
65E1	Treated	Torpedo Grass & Broadleaf Weeds	9-Mar		
65F	Inspected				

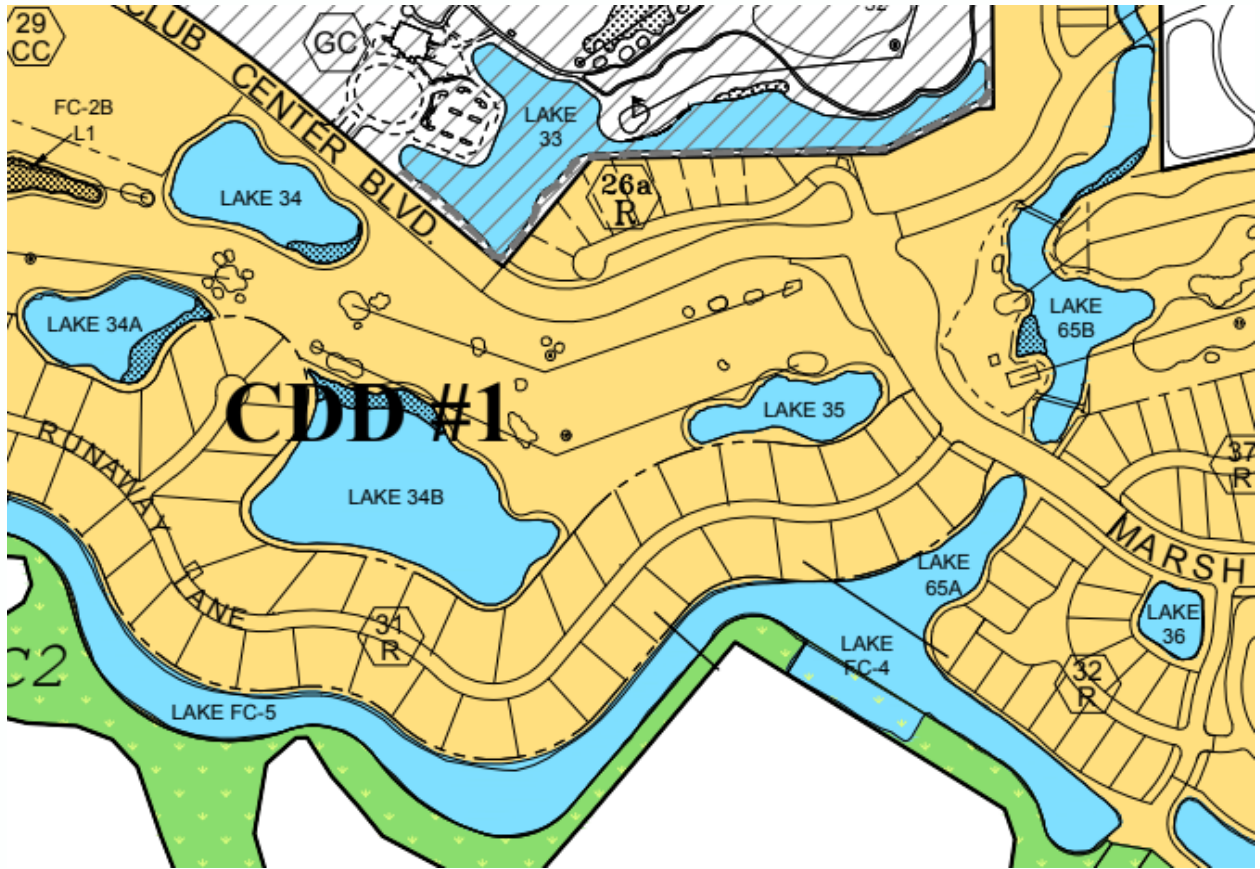


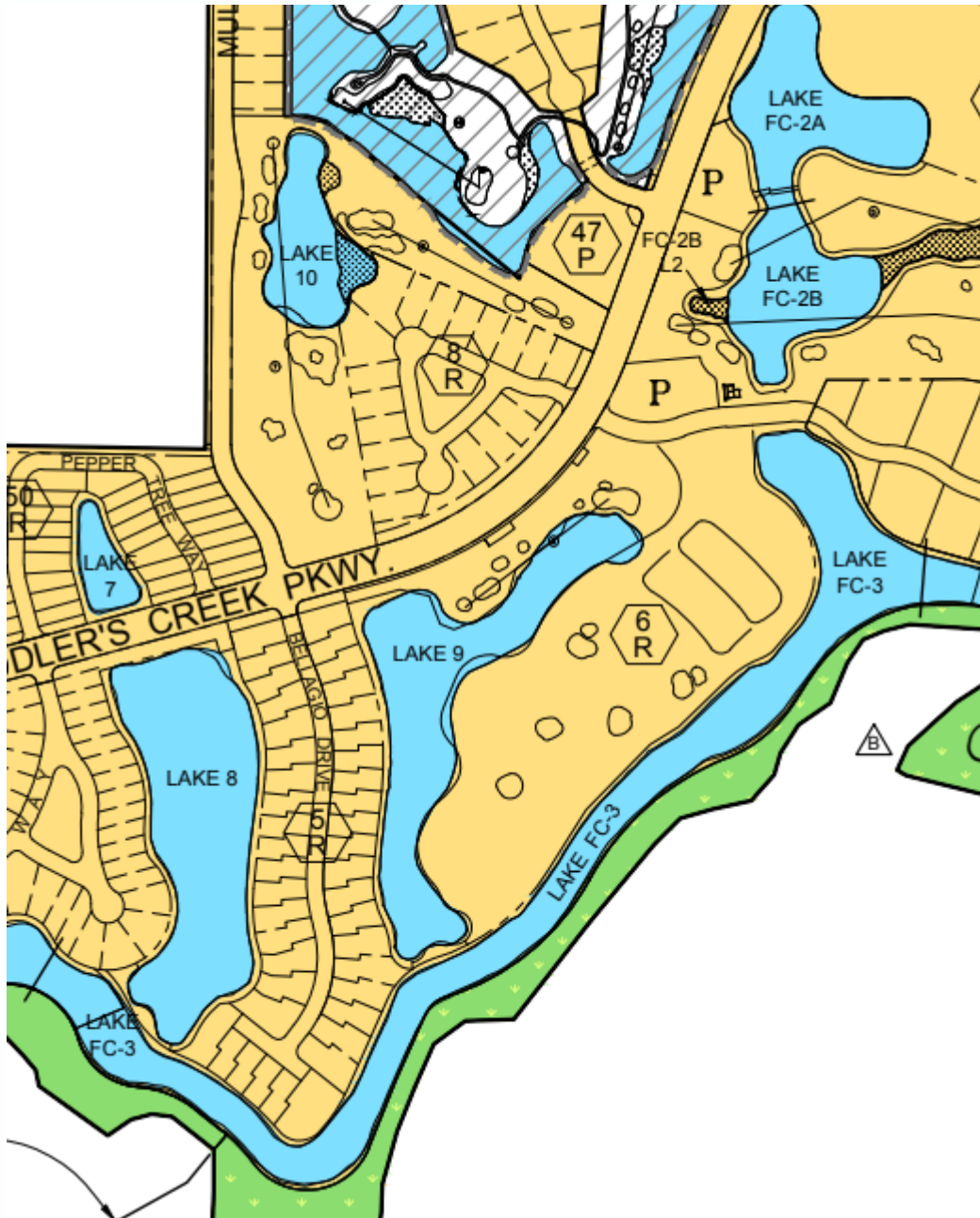
Lake #	Treatment or Inspection Performed	Target	Treatment Date	Observations	Additional Tasks
Marco Shores	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	16-Mar		
Cardinal Cove	Treated	Torpedo Grass, Vines & Misc. Broadleaf Weeds	16-Mar		

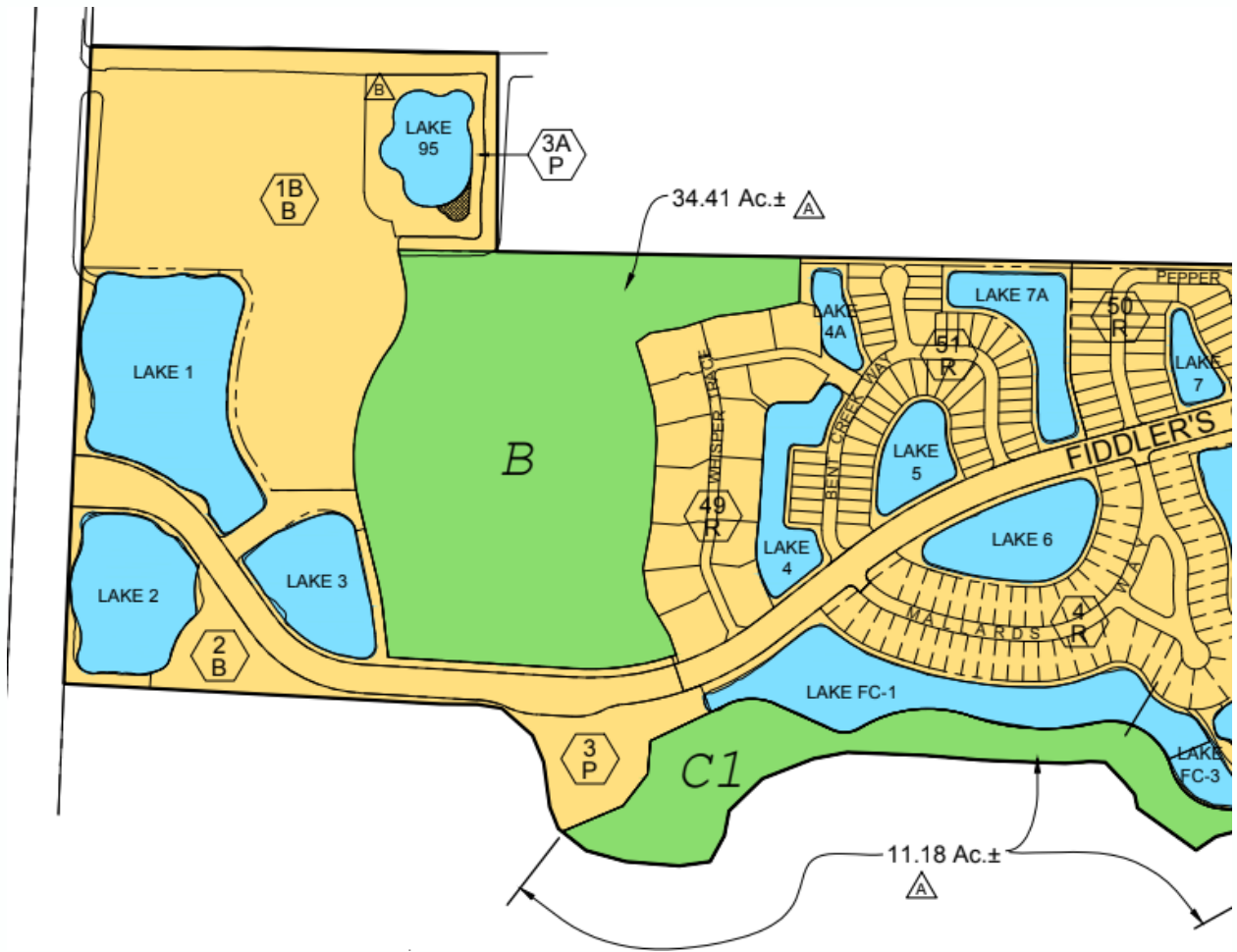


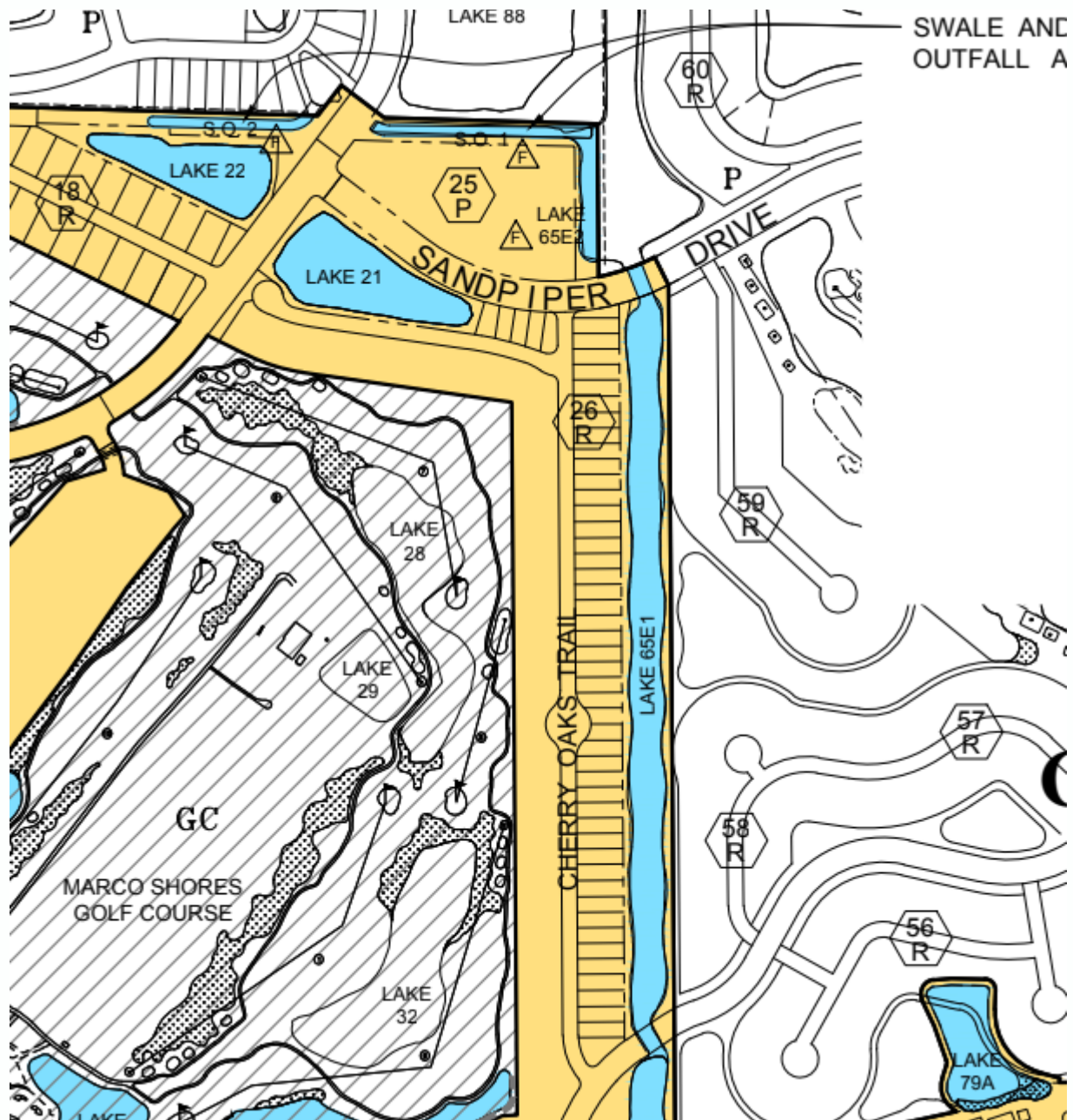


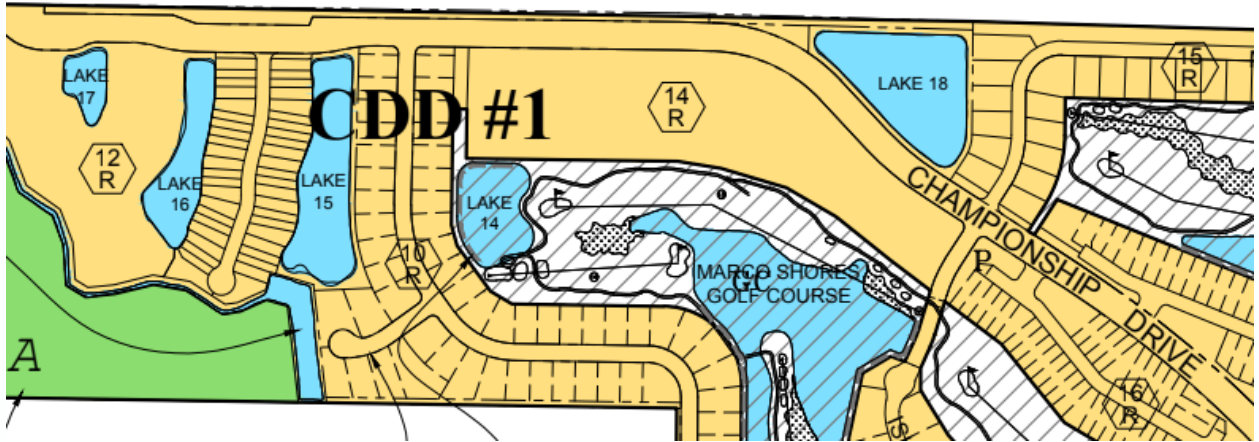














**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**4A**

# CDD I

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FEBRUARY 2023

PRESENTED BY: RYAN HENNESSEY

# CDD I CONTRACTED RESPONSIBILITIES

1. Tree Canopy Trimming
2. Irrigation
  - [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com)
3. Pressure Washing
  - [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com)

# TREE CANOPY TRIMMING

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- Trimmed Fruited Palms
- Revisited areas missed during initial trimming



# IRRIGATION PROJECTED USAGE

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- 19 Programmed Village Satellites
  - Monday, Wednesday & Saturday
  - 9:00 pm – 8:00 am
  - 13 Possible Run Cycles / 13 Run Cycles
  - No Rain Holds
- 11 Programmed Common Satellites
  - Tuesday, Thursday & Sunday
  - 13 Possible Runs / 13 Run Cycles Completed.
- February Water Estimated Calculation Usage
  - Villages: 7,994,004 Gallons
  - Common: 3,671,136 Gallons
- Total Water Usage in February 2023 was 56,605,922 gallons versus 52,279,059 gallons in February 2022.



# PRESSURE WASHING

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- Complete work on Championship Dr, and Isla Del Sol.
- Future: Next 30 Days
  - Marsh Cove
  - Veneta



# Current Month's Projected Plan

# 2023 Mapping

- Completed
- Current Month Progress
- Scheduled Routes
- Other Pressure Cleanings



November/December

The Club & Spa

Tennis & Pickleball Facility

Temporary Driving Range

Future Wellness and Tennis Center

Future Golf Clubhouse and Driving Range

ENTRANCE & GATEHOUSE

PUBLIC SWIMMING CENTER

CCRC

Marsh Pointe

INFORMATION CENTER

GATEHOUSE

PEPPER TREE

NEW GREEN

MAJESTIC TRAIL

THE HOLLOW CREEK DRIVE

CHERRY CROSSING

THE HOLLOW CREEK DRIVE

ENTRANCE & GATEHOUSE

CLUB CENTER BUILDING

CHERRY CROSSING

CHERRY CROSSING

CHERRY CROSSING

CHERRY CROSSING

MARSH COVE

MARSH COVE

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Questions?





**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**4B**

# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR OF COMMUNITY SERVICES –  
Ryan Hennessey

SAFETY MANAGER – Richard Renaud



Fiddler's Creek®

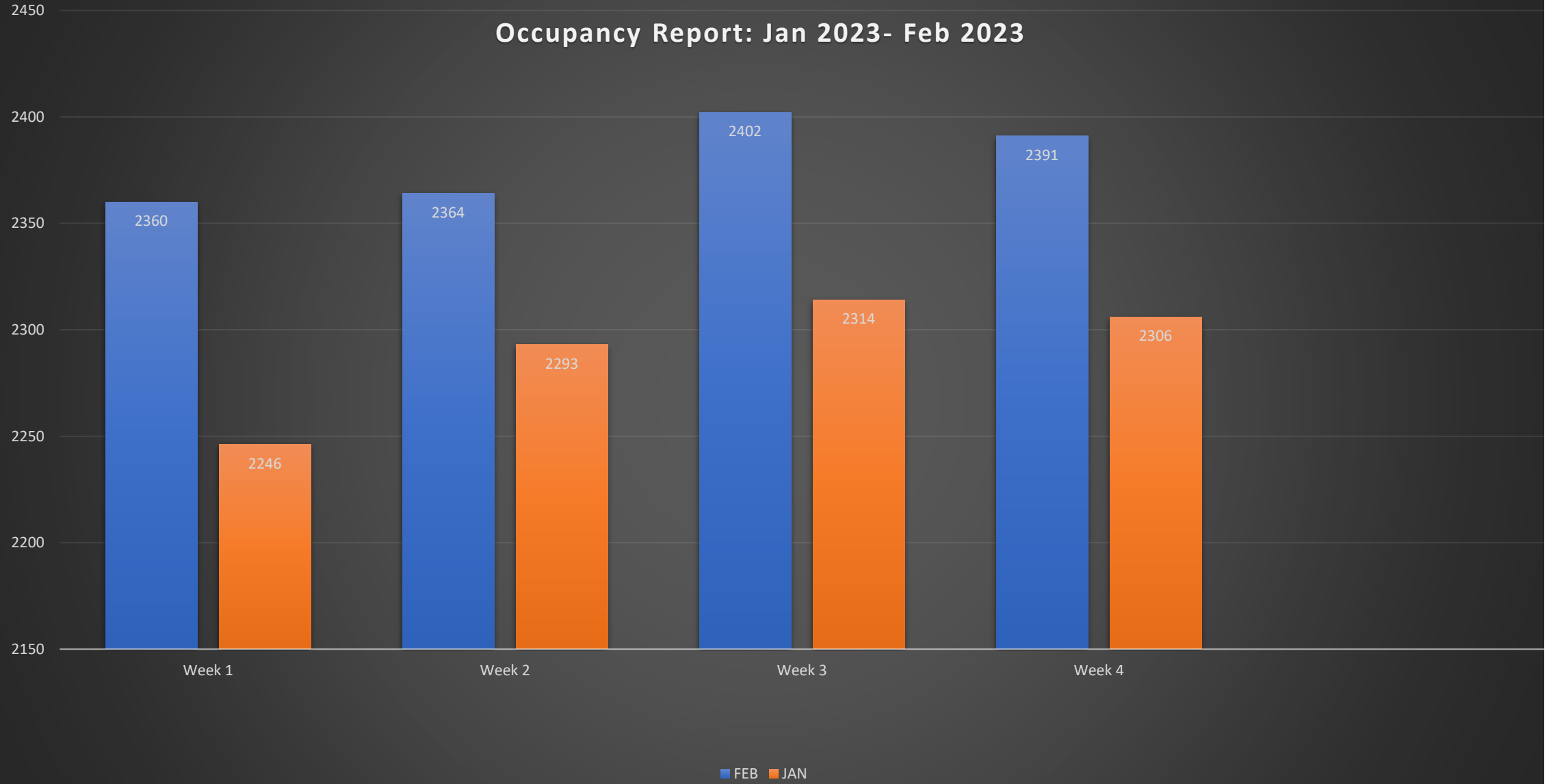
# Gate Access Control

- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- Call the automated gate house at 239-529-4139
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,  
PLEASE SEND THE INFORMATION TO  
[safety@fiddlerscreek.com](mailto:safety@fiddlerscreek.com), ALWAYS INCLUDE YOUR NAME  
AND ADDRESS.
- **Community Patrol 239-919-3705**

WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR AN  
EMERGENCY

THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE  
INCIDENT

# Occupancy Report: Jan 2023- Feb 2023

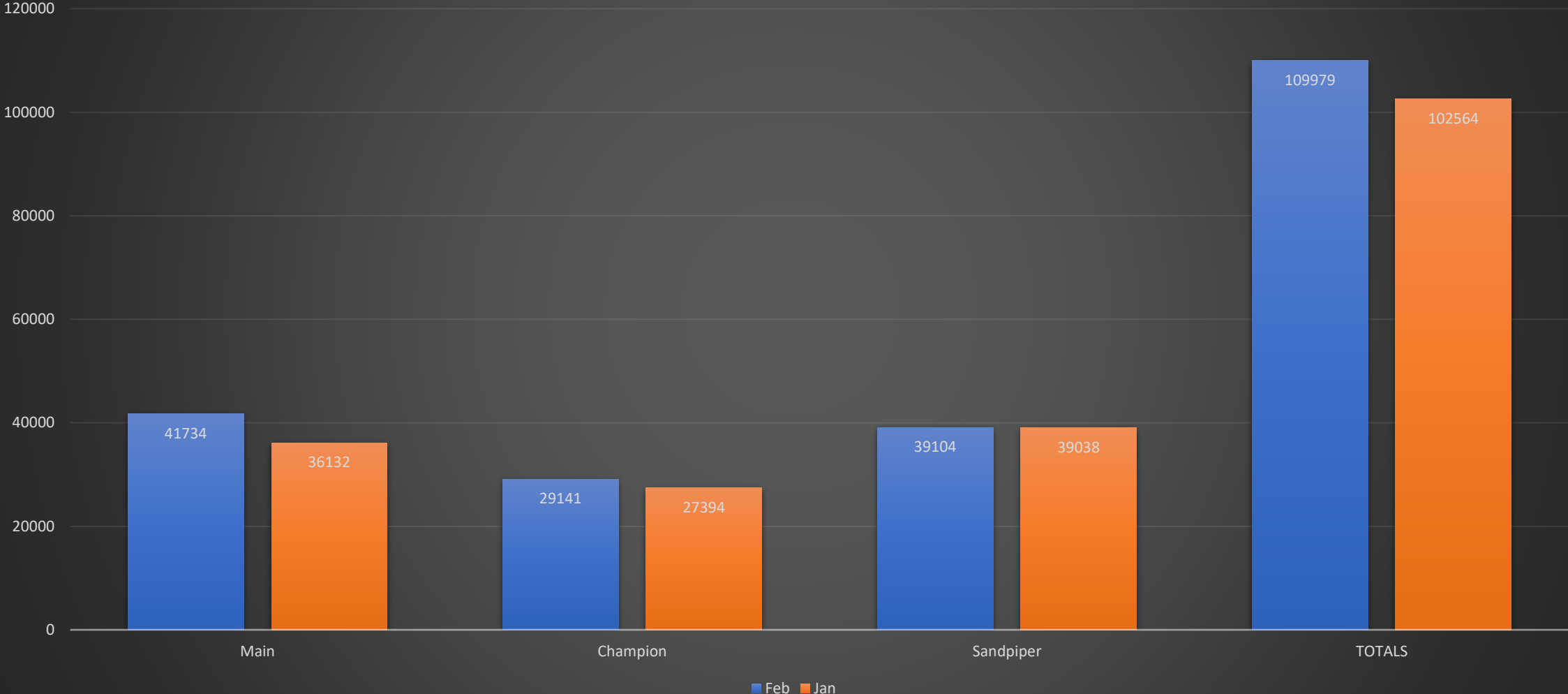


# GATEHOUSES and PATROLS

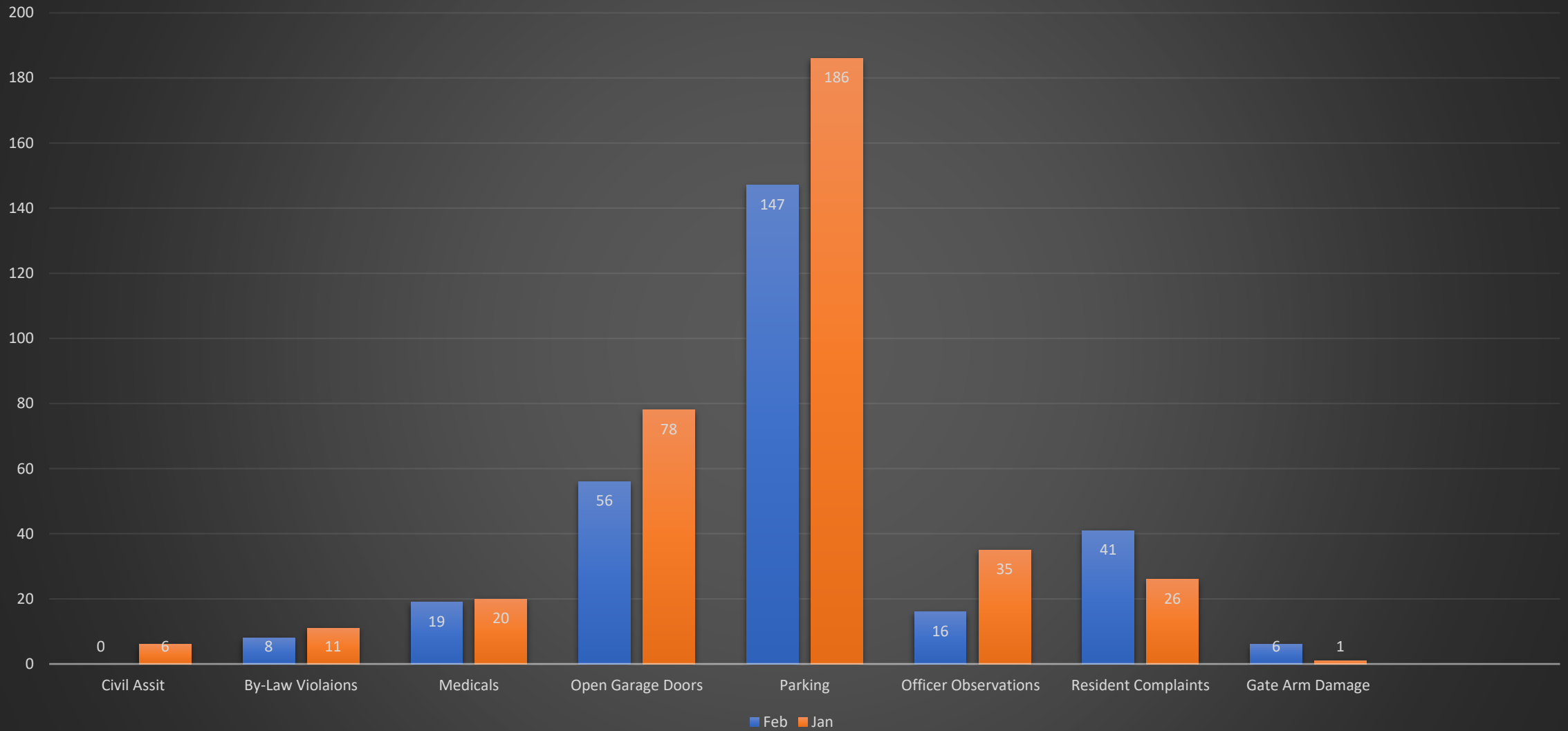
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



# Gatehouse Activity by Gate House Jan-Feb

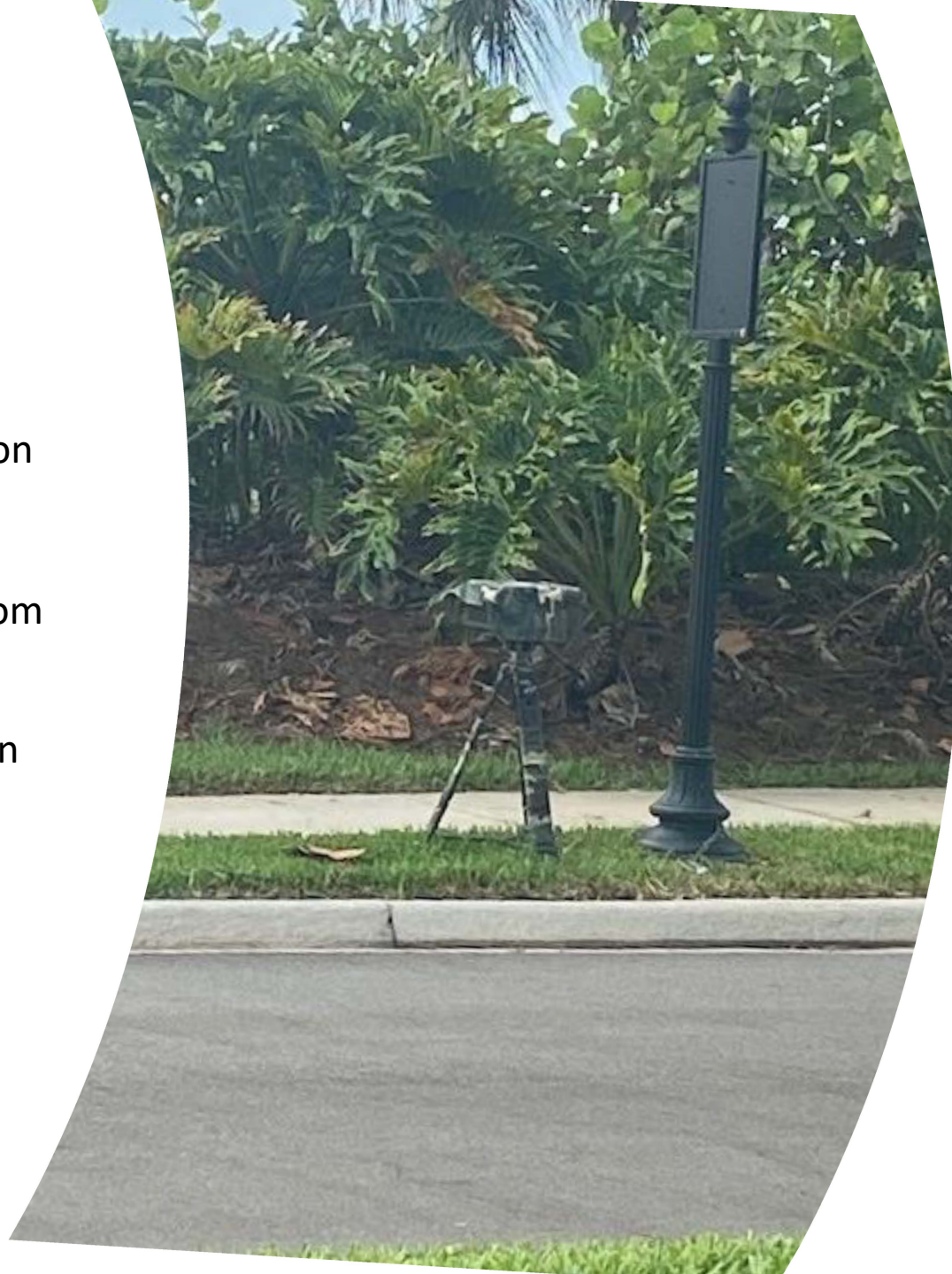


## Incident Reports Jan-Feb



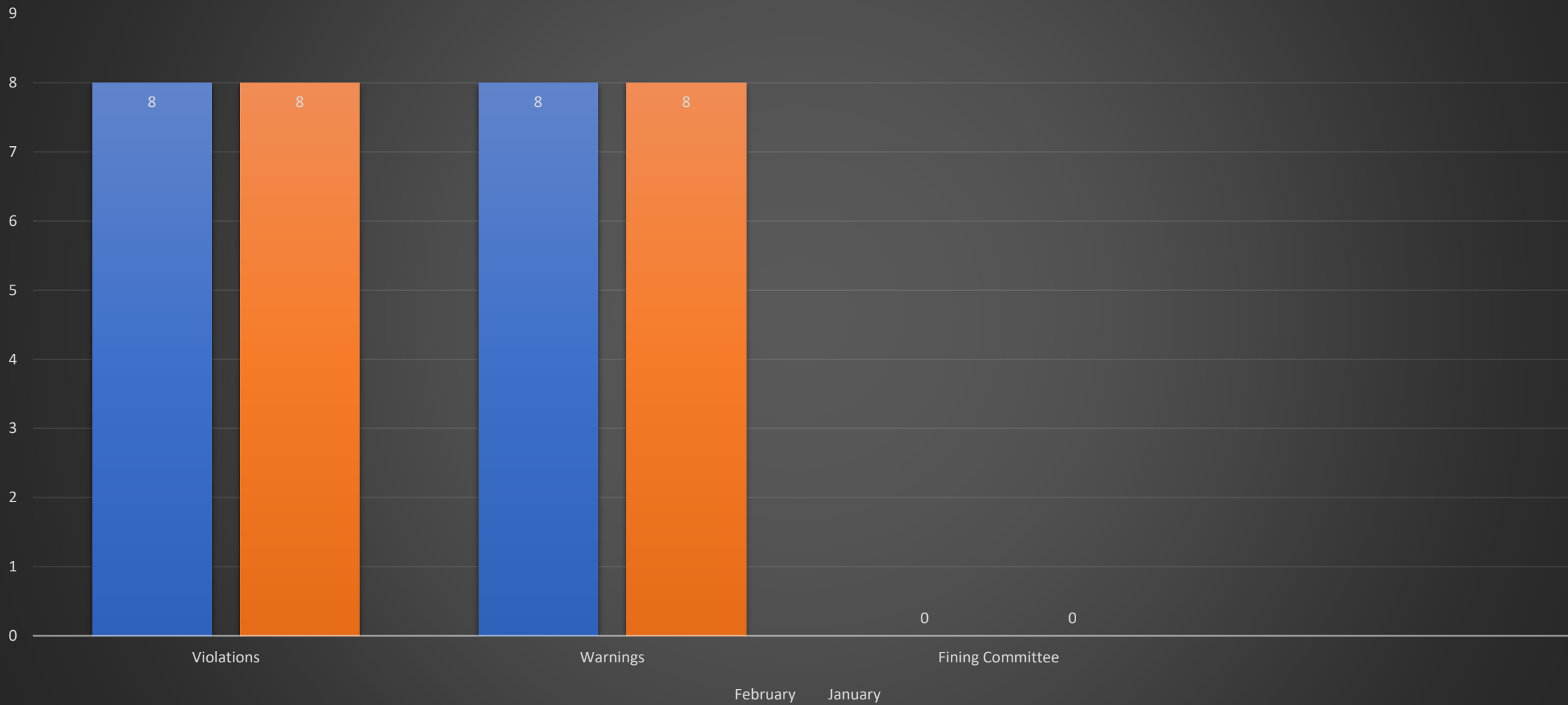
# SPEED DETECTION and ENFORCEMENT

- Portable speed detection device.
- Deployed throughout Fiddler's Creek at random
- Fixed devices located on Cherry Oaks Trail





# Traffic Hawk Speed Violations January-February



## CCSO Reports from September 2022 through February 2023

- Welfare Checks-11
- Speed Details-17
- Extra Patrols-267
- Animal Complaints-3
- Public Assists-1
- Medical Emergency-35
- 911 Hang-up(100 unverified calls)
- Traffic Stops-42



QUESTIONS?

- Thank you



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**7B**



# TREBILCOCK

CONSULTING SOLUTIONS

February 22, 2023

W. Terry Cole, PE  
Senior Vice President/Principal  
Hole Montes, Inc.  
950 Encore Way, Suite 200  
Naples, FL 34110  
O 239.254.2000 P 239.254.2024  
M 239.572.3316  
E [terrycole@hmeng.com](mailto:terrycole@hmeng.com)

**Subject: Cherry Oaks Trail in Fiddler's Creek Traffic Calming, Collier County, Florida  
Transportation Consulting Professional Services Agreement**

Dear Mr. Cole:

Trebilcock Consulting Solutions, P.A. (TCS) is pleased to submit a proposal to provide Transportation Consulting Professional Services for traffic calming improvements on Cherry Oaks Trail in Fiddler's Creek. TCS will assist with services to design and permit speed tables on the north and south sides of the existing traffic circle on Cherry Oaks Trail in Collier County, Florida.

Please review the attached Scope of Services and Fee Schedule outlining the tasks that will be performed for the subject project. Also included are TCS' Standard Business Terms & Conditions and Standard Rate Code.

Thank you for the opportunity to provide our services on your project.

Sincerely,

**Trebilcock Consulting Solutions, PA**

Norman J. Trebilcock, AICP, PTOE, PE  
President



## **PROJECT INFORMATION AND ASSUMPTIONS**

- Hole Montes, Inc. is the engineer on the project, and will provide CAD base drawings or aerial photos will be used as the base map.
- Fiddler's Creek is a Community Development District (CDD).
- Cherry Oaks Trail contains single-family and multi-family residences, and cut-through traffic has become an issue for many of the residents living on this street. The objective of this project is to implement traffic calming improvements along Cherry Oaks Trail.
- Trebilcock Consulting Solutions, PA (TCS) has been asked to design and permit speed tables on the north and south sides of the existing traffic circle, located halfway down Cherry Oaks Trail. TCS will perform a speed study to determine the effectiveness and appropriateness of speed humps.
- Client to provide a copy of available relevant permits, reports, approvals, and other related documents for the Project.

## **SCOPE OF SERVICES**

### **1. General Consultation**

- A. Attend CDD meetings (2).
- B. Coordinate with the Greater Naples Fire District and Collier County staff on the project approach.

### **2. Data Collection and Traffic Analysis**

- A. Collect speed study information along Cherry Oaks Trail to determine the effectiveness and appropriateness of speed tables.
- B. Review conceptual improvements and provide recommendations for traffic calming improvements, namely, speed tables.

### **3. Traffic Safety Design and Permitting Support**

- A. Coordinate with Collier County Transportation Planning staff on applicable elements of the NTMP (Neighborhood Traffic Management Program).
- B. Create design details for the speed tables, inlay paver cross walks, signage and markings, cul-de-sac or gate location, as applicable. Create an overall map of the improvement locations.
- C. Prepare Insubstantial Change Permit (ICP) application for the project.
- D. Assist with responding to permit review comments.

## **PROFESSIONAL SERVICE FEES**

- 1. Reimbursable Expenses** are billed as T/M/E (Time and Materials Estimate). Expenses for blueprints, reproduction services, overnight delivery, courier service, and other project related charges will be billed at cost plus 10%.
- 2. Retainer/Payment.** Client will pay a retainer to Consultant for the Services in the amount of \$ N/A . This fee shall be payable upon contract signing (invoice will be provided). Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant, and the retainer will be applied to project final billing.





**3. Scope of Services** will be provided based on the following fee structure:

TASK	SCOPE OF SERVICES	FEE TYPE	FEE
1	General Consultation	TME	\$ 2,500.00
2	Data Collection and Traffic Analysis	LS	\$ 7,500.00
3	Traffic Safety Design and Permitting Support	LS	\$ 8,000.00
	Professional Service Fees – Reimbursable Expenses	TME	\$ 100.00
		<b>Total</b>	\$ 18,100.00

LS = Lump Sum (Fixed); TME = Time and Materials Estimate

**EXCLUDED SERVICES**

The professional services to be provided by Trebilcock Consulting Solutions are limited to those described in the Scope of Services. All other services are specifically excluded, including, but not limited to the following items:

- Construction Phase Services
- Environmental Services
- Final Design Roadway Improvement Services
- Geotechnical Engineering Services
- Hydrogeological Services
- Land Surveying Services
- Off-site Street Lighting or Roadway Improvement Services
- Parking Needs Services
- Public Hearing Attendance
- Site Design Services
- Site Lighting Design Services
- Structural Engineering Services

**PROFESSIONAL SERVICES AGREEMENT AUTHORIZATION**

This is to certify that all parties to the Agreement have accepted the Scope of Services, Standard Business Terms and Conditions, and Standard Rate Code described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the last date shown below.

**HOLE MONTES, INC.**

**TREBILCOCK CONSULTING SOLUTIONS, PA**

\_\_\_\_\_  
 W. Terry Cole Date

\_\_\_\_\_  
 Norman J. Trebilcock 2/22/2023  
 Date



## REQUIRED BILLING INFORMATION

Please fill in the information below to ensure invoicing accuracy. **Note:** Invoices will be emailed to the email address provided under **Accounts Payable Information**, unless otherwise requested.

INVOICE ADDRESSEE INFORMATION		ACCOUNTS PAYABLE INFORMATION	
Company		Contact	
Contact		Phone No.	
Street Address		Fax No.	
City, State, Zip		Email Address	
Phone No.			
Fax. No.			
Email Address			





## **TREBILCOCK CONSULTING SOLUTIONS, PA** **STANDARD BUSINESS TERMS & CONDITIONS**

These Standard Business Terms & Conditions are attached to, and made part of, the Proposals and Agreements between Trebilcock Consulting Solutions, P.A. (Consultant) and Client.

I. Limitation of Liability

Trebilcock Consulting Solutions' services under this Agreement will be consistent with the Standard of Care for all professional engineering and related services to be performed or furnished by Trebilcock Consulting Solutions. These engineering services shall be provided with the care and skill ordinarily provided by members of the Engineering Profession practicing under similar circumstances. Upon notice to Trebilcock Consulting Solutions and by mutual Agreement between the parties, Trebilcock Consulting Solutions will correct those services not meeting such a standard without additional compensation.

Trebilcock Consulting Solutions and Client recognize that the project involves risk. The risks have been allocated such that the Client agrees to the fullest extent permitted by the law, Trebilcock Consulting Solutions' total liability to Client for any and all injuries, claims, losses, expenses, damages, reasonable attorney's fees, and defense costs, arising out of or in any way connected to this project and/or Agreement from any cause or causes, shall not exceed the amount of the fee charged for the specific service described. Such causes may include, but are not limited to, Trebilcock Consulting Solutions' negligence, errors, omissions, strict liability, breach of contract or breach of warranty. **INDIVIDUAL EMPLOYEES, OR AGENTS OF TREBILCOCK CONSULTING SOLUTIONS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

II. Payments and Collection

Invoicing may be provided monthly, and statements are due and payable upon receipt, unless otherwise agreed in writing. Client agrees to carefully read all billing statements and promptly notify Trebilcock Consulting Solutions, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the statement. If Trebilcock Consulting Solutions is not notified by the Client in writing, it is presumed that owner agrees with the correctness, accuracy, and fairness of the billing statement.

Past due amounts may incur a late fee of 1% compounded monthly and Trebilcock Consulting Solutions can, upon giving seven (7) days written notice to Client, suspend services until payment in full is received. Client's failure to make payment to us within 30 days shall constitute a material breach of this Agreement and shall be cause for termination by Trebilcock Consulting Solutions. Retainers shall be credited on the final invoice. Trebilcock Consulting Solutions is entitled to collect reasonable fees and costs, including collection agency, attorney's fees and interest as required to obtain collection of any fees under the Agreement.

III. Reimbursable Expenses

Expenses for reproduction services, courier fees, delivery, presentation materials, long distance phone calls, travel made on behalf of the project, subcontractors/sub-consultant fees, and any other out-of-pocket expenses incurred on the project are reimbursable to Trebilcock Consulting Solutions. These expenses will be billed to the Client at cost plus 10%.

IV. Permit and Application Fees

Client shall pay all permit and application fees required for the project.

V. Termination

This Agreement may be terminated by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Irrespective of which party shall effect termination, the Client shall pay Trebilcock Consulting Solutions for all services rendered to the date of termination.

VI. Attorney Fees

Should litigation arise related to services under this Agreement, the prevailing party is entitled to recover reasonable costs including staff time, court costs, attorney fees and related expenses.

VII. Mediation

Trebilcock Consulting Solutions and Client agree that all disputes or claims between them arising out of or relating to this Agreement made during design, construction, or post-construction of the project shall be submitted to nonbonding mediation unless the parties agree otherwise.

VIII. Ownership of Documents

All documents, including electronic media, prepared by Trebilcock Consulting Solutions under this Agreement shall remain the property of Trebilcock Consulting Solutions.

IX. Delays

Trebilcock Consulting Solutions is not responsible for delays caused by factors beyond Trebilcock Consulting Solutions' control including, but not limited to, the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or performance of any phase of the work pursuant to this Agreement. Trebilcock Consulting Solutions does not guarantee issuance of any permit.



**TREBILCOCK CONSULTING SOLUTIONS, PA  
STANDARD RATE CODE**

**Effective June 15, 2022**

CLASSIFICATION	CODE	HOURLY RATE
<b>PROFESSIONAL CONSULTANT</b>		
Professional Consultant 1	PC1	\$120
Professional Consultant 2	PC2	\$140
Professional Consultant 3	PC3	\$155
Professional Consultant 4	PC4	\$170
Professional Consultant 5	PC5	\$185
Professional Consultant 6	PC6	\$200
<b>ADMINISTRATIVE</b>		
Administrative Assistant 1	AA1	\$85
Administrative Assistant 2	AA2	\$95
<ul style="list-style-type: none"><li>• Reimbursable and Sub-consultant Expenses may be charged at Cost plus 10%.</li><li>• Expert Witness/Public Hearing may be charged at 150% of Standard Rate Code Fees.</li><li>• Any State of Florida Services Tax will be added to our fees, as applicable.</li></ul>		

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**10**



# Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
 Environmental engineering, Erosion control, Construction management  
 d/b/a Erosion Restoration, LLC

Fiddler's Creek Community Development District #1  
 c/o: Hole Montes, Inc.  
 Attn: Mr. W. Terry Cole, P.E.  
 950 Encore Way, Suite 200, Naples, FL 34110

PROPOSAL: #4054

Date: 3/1/2023

**Project: Fiddler's Creek CDD No. 1 - Naples, FL**  
**Shoreline Restoration of Approximately 1,288 Linear Feet of Embankment**

**PRODUCT DESCRIPTION**


Eco-Filter Tube (EFT®) construction uses a woven or non-woven geotextile fabric that is formed into the shape of a tube. The tube is filled with sand by direct coupling to a hydraulic dredge. The tube is designed to retain the granular fill portion of the dredge slurry, while appropriately sized openings in the geotextile allow the excess water in the slurry to permeate through the tube walls. The procedure can be implemented in both dry and underwater conditions. The tubes can be fabricated in various circumferences, which, when inflated, will form a roughly elliptical shape. The Landshore® engineered EFT® system consists of a spun bound polyester filter fabric that is sewn together to form a tube specifically calculated for particular level of service, pressure, strength, stability and safety - is placed along the edge of water on prepared terrace and filled with sand to form an erosion barrier that has the characteristics of a permeable, gravity type retaining wall.

**JOB SCOPE**

Landshore® will install Eco-Filter Tube (EFT®) as follows: CASE 1 = One(1) Base Tube to provide stabilization and allow for land reclamation; One (1) Sacrificial Tube to fill voids and for final grading to match existing slope. **Fill Material is proposed to be brought in from offsite consisting of clean sand.** An erosion control mat will be installed over the base tube to assist in sod rooting and prevent material washing away.

**ITEMIZED ESTIMATE: TIME AND MATERIALS**

**IMPORTED SAND**

<u>LAKE</u>	<u>TYPE OF REPAIR</u>	<u>Unit</u>	<u>Estimated Quantities</u>	<u>Unit Cost</u>	<u>Total</u>
Multiple	CASE 1	LF	1,288	\$ 77.34	\$ 99,613.92
	EXTENSION OF YARD DRAINS	LF		\$ 25.00	\$ -
<b>TOTAL JOB COST</b>					<b>\$99,613.92</b>

Excluding any permit fees and fees for a payment and performance bond, if any.



# Landshore® Enterprises, LLC

Streambank & Shoreline protection/stabilization/reclamation  
Environmental engineering, Erosion control, Construction management  
d/b/a Erosion Restoration, LLC

## PAYMENT SCHEDULE

Landshore® Enterprises' payment policy is as follows:

- 25% Mobilization
- 65% Progress work
- 10% Completion of work

**\*\*Invoice is due upon receipt\*\***

## SPECIAL CONDITIONS

1. Landshore® is not responsible for damage to utilities outside of easement along shoreline if as-built drawings or locations are not provided by the Client.
2. Landshore® reserves the right to change this estimate unless an agreement is reached within 30 days of the original estimate date.
3. At this time, staging areas and site access has not been defined by Client. Therefore, any damages caused to access (curbing, sidewalk, road, etc.) are not included in this estimate.
4. Landshore® is not responsible for any damages to the work by any natural disaster.
5. Landshore® will install EFT® tube to control elevation. Any tube that will be over pumped to get to such level will not be under warranty.
6. In case there are any unstable submerge slopes that have not been identified by the client, Landshore® will not be held responsible for any under water land slide caused by any additional load on top of submerge slope.
7. Following sod installation, any sod maintenance activities, such as watering, is to be administered by Owner(s).
8. If there are 4" pipes at shoreline edge, Landshore® will extend the pipes for no additional cost. Any other size will be determined as needed.
- 9. All information provided by Landshore® is to be shared only with the Owner(s) and those with authority to make decisions on behalf of the Owner(s). This information is by no means to be shared to solicit competing entities.**
- 10. The Client is responsible to adhere to all applicable Federal, State, County, City, District and any other municipal or local laws, regulations, rules, ordinances and guidelines. Unless specifically hired to obtain all necessary permits - Landshore® will not be liable for any construction or design issues, violations, fines or claims received due to nonconformance and noncompliance to standards or absence of permits (submittal of permit application does not guarantee the approval, additional services such as expediting, meetings with reviewer, etc. may be performed at an hourly rate, at the Client's request).**

This proposal is for completing the job described above, based on our evaluation. It does not include unforeseen price increases or additional labor and materials which may be required should problems arise.

\_\_\_\_\_  
Client's Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landshore® Enterprises Representative Signature

\_\_\_\_\_  
Date

FIDDLER'S CREEK  
CDD 1



FIDDLER'S CREEK LENGTH (LF)	
L-1	274.13
L-2	26.37
L-3	670.22
L-4	83.48
L-5	27.08
L-6	79.78
L-7	76.36
L-8	50.80
TOTAL	1288.22



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

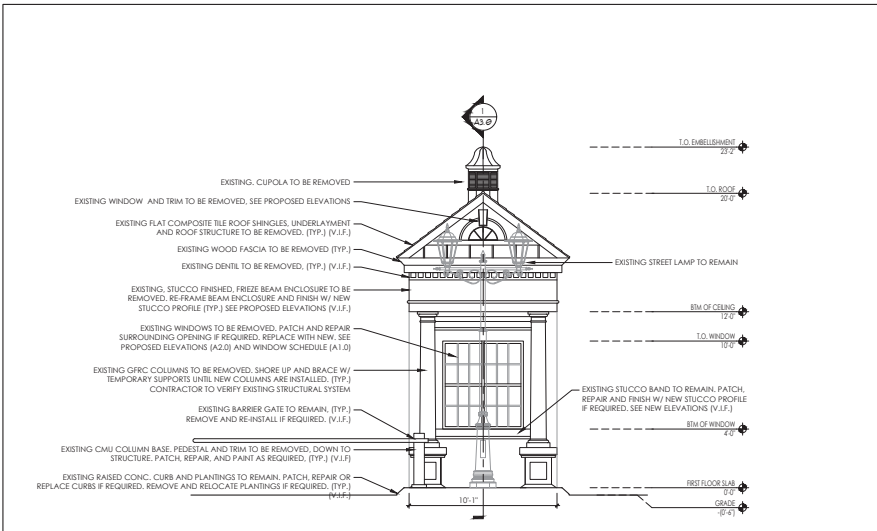
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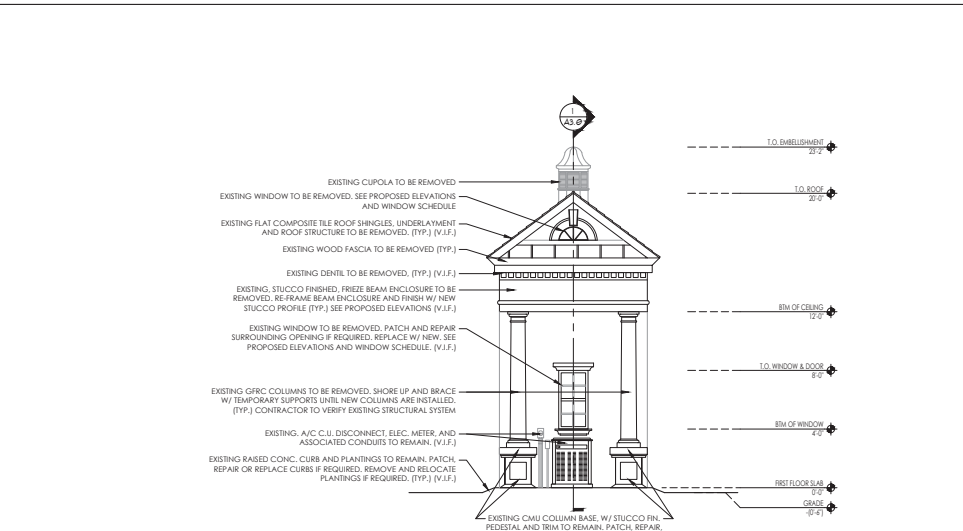




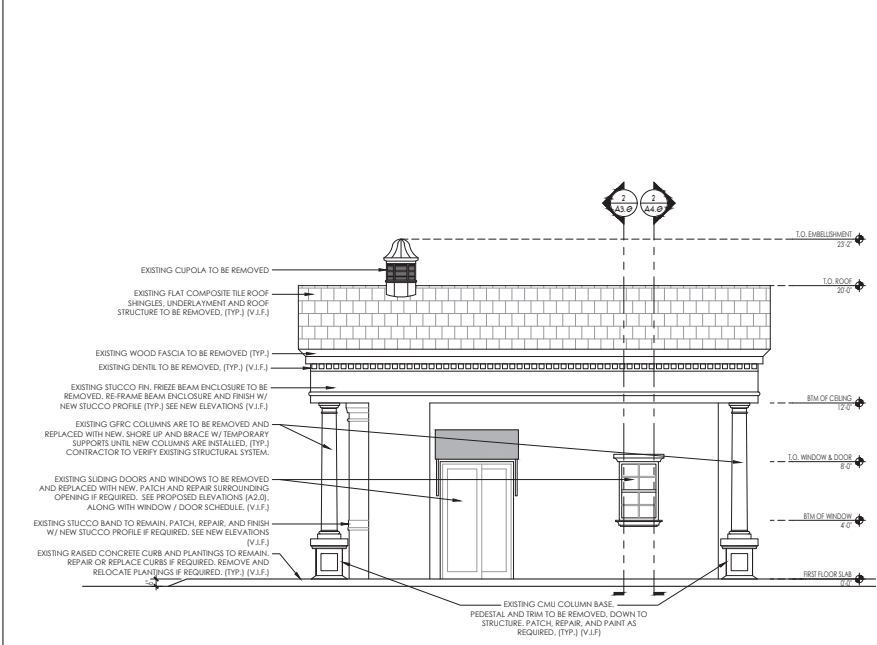




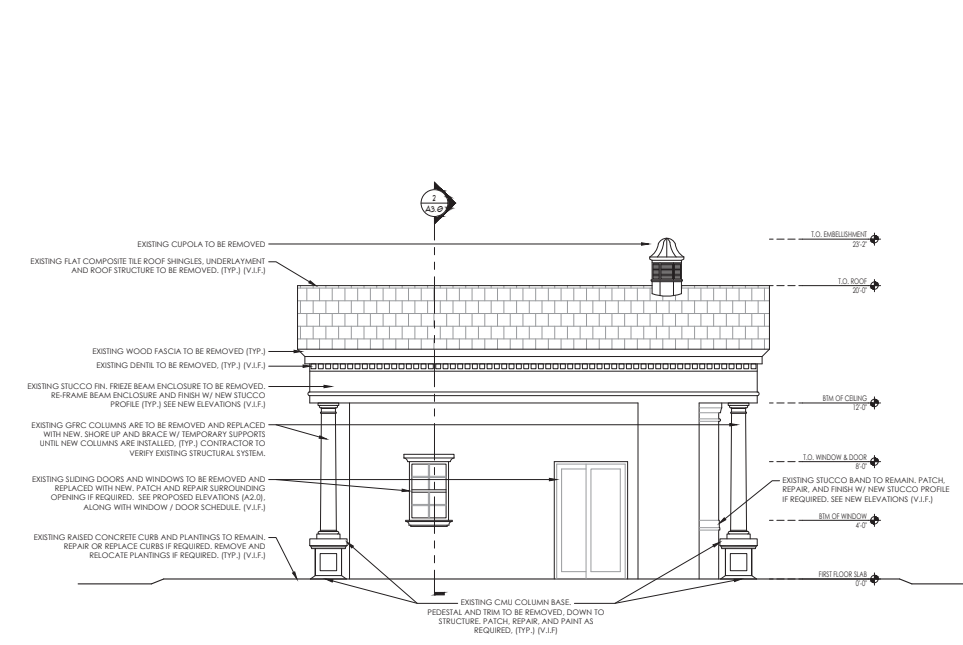
**4** EXISTING / DEMOLITION - WEST ELEVATION  
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**3** EXISTING / DEMOLITION - EAST ELEVATION  
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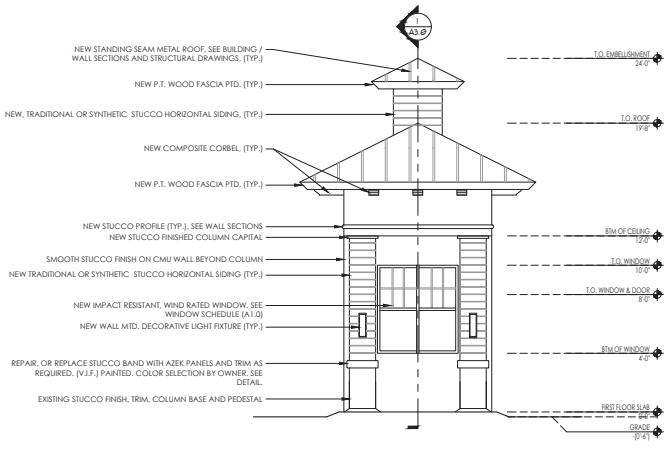
**2** EXISTING / DEMOLITION - SOUTH ELEVATION  
 SCALE: 1/4" = 1'-0"



**1** EXISTING / DEMOLITION - NORTH ELEVATION  
 SCALE: 1/4" = 1'-0"

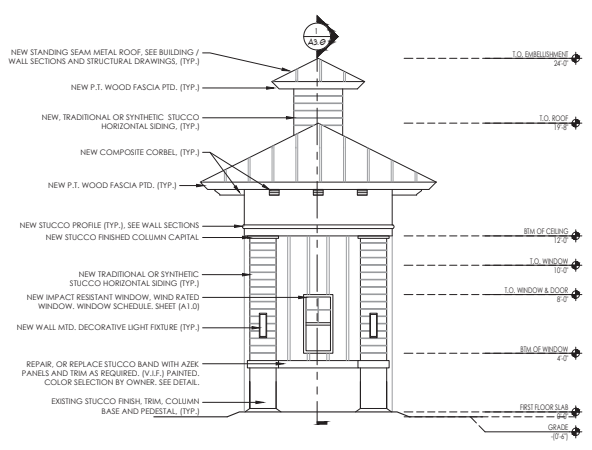






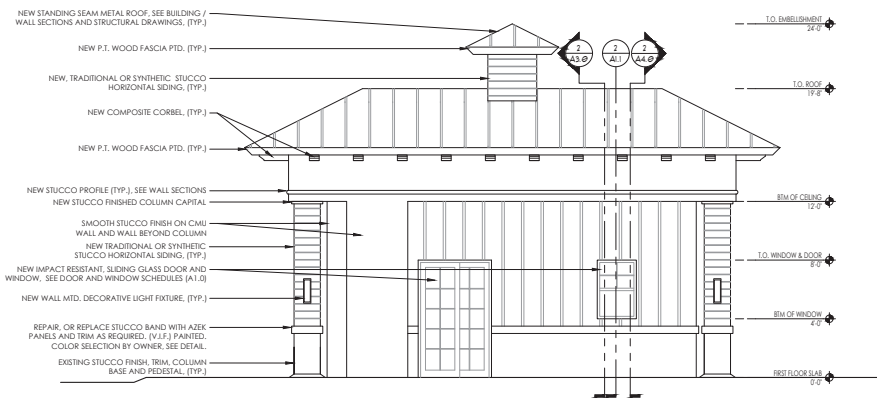
4 PROPOSED - WEST ELEVATION

SCALE: 1/4" = 1'-0"



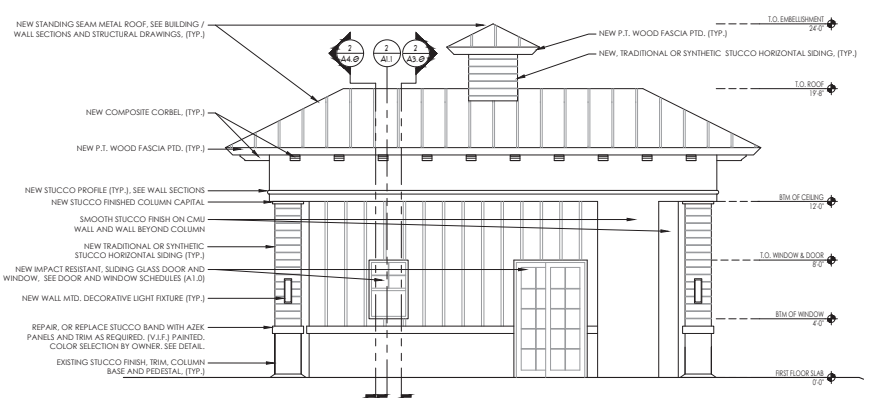
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SCALE: 1/4" = 1'-0"



2 PROPOSED - SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



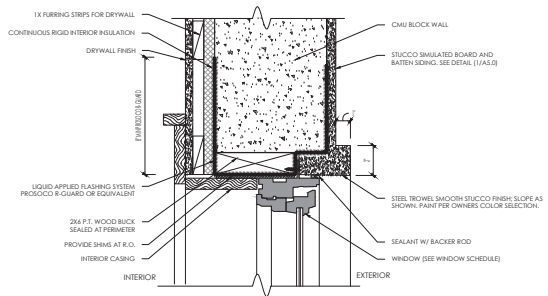
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SCALE: 1/4" = 1'-0"

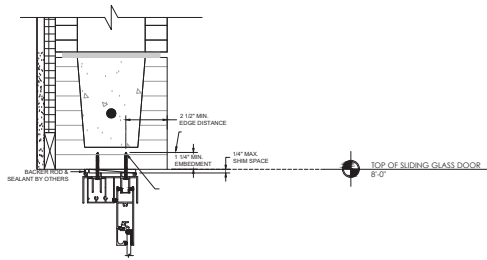




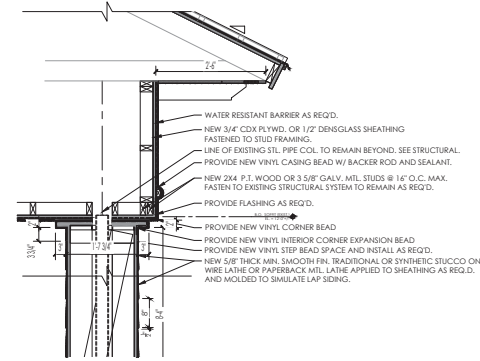




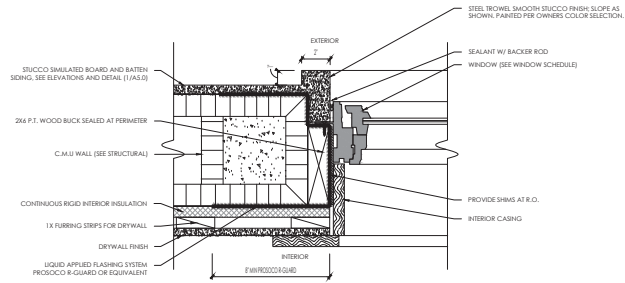
1 FIXED WINDOW HEAD IN BLOCK WALL DETAIL  
SCALE: 3" = 1'-0"



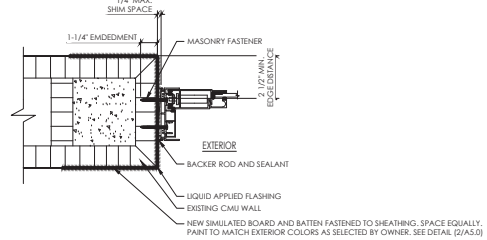
2 WINDOW SLIDER HEAD DETAIL IN BLOCK WALL  
SCALE: 3" = 1'-0"



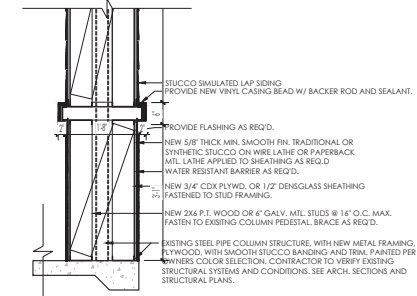
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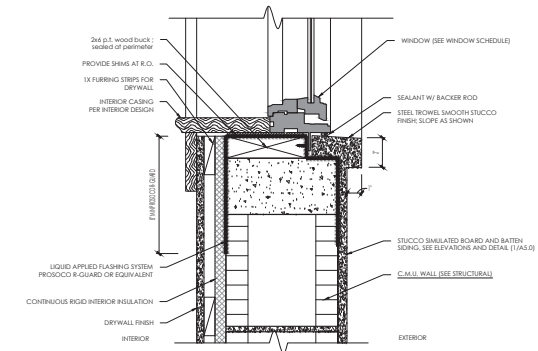
4 FIXED WINDOW JAMB IN BLOCK WALL DETAIL  
SCALE: 3" = 1'-0"



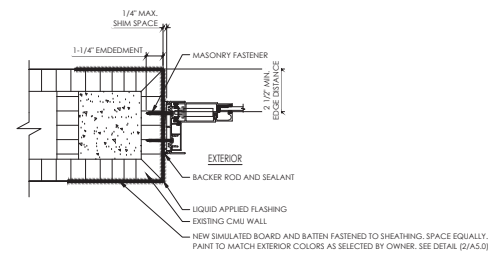
5 WINDOW SLIDER JAMB IN BLOCK WALL DETAIL  
SCALE: 3" = 1'-0"



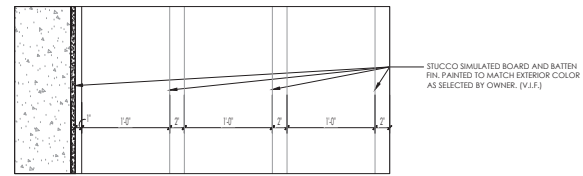
6 COLUMN BASE DETAIL AND SIMULATED STUCCO LAP SIDING DETAIL  
SCALE: 3/4" = 1'-0"



7 FIXED WINDOW SILL IN BLOCK WALL DETAIL  
SCALE: 3" = 1'-0"



8 WINDOW SLIDER SILL IN BLOCK WALL DETAIL  
SCALE: 3" = 1'-0"



9 STUCCO SIMULATED BOARD AND BATTEN DETAIL  
SCALE: 1-1/2" = 1'-0"

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**13**

**TOBIN REYES**  
**ALVAREZ & DE BIASE**  
LAW OFFICES

225 N. E. MIZNER BOULEVARD, SUITE 510  
BOCA RATON, FLORIDA 33432  
TELEPHONE (561) 620-0656  
FACSIMILE (561) 620-0657  
Writer's E-Mail: [rar@tobinreyes.com](mailto:rar@tobinreyes.com)

March 1, 2023

Via Email to [robert.slater@fiddlerscreekcdd1.net](mailto:robert.slater@fiddlerscreekcdd1.net)

Mr. Robert Slater,  
Chairman for Fiddler's Creek CDD1  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Re: Second and Final Notice Regarding *Interlocal Agreement [Traffic Signal Cost Sharing]* dated August 28, 2013 ("Interlocal Agreement") between Fiddler's Creek Community Development District 1 ("CDD1") and Fiddler's Creek Community Development District 2 ("CDD2")**

Dear Chairman:

Our firm represents CDD2 with respect to this matter. As you are aware, on October 26, 2022, CDD2 sought confirmation from CDD1 that it would honor its obligation to pay for one-half of the total, gross cost of the traffic light to be constructed at the Route 41 entrance to the Fiddler's Creek community. To date, CDD1 has failed and refused to respond to the October 26<sup>th</sup> letter.

In an effort to avoid litigation, CDD2 hereby demands that CDD1 confirm, by email or other written correspondence to the undersigned counsel, whether or not CDD1 intends to respond to CDD2's October 26<sup>th</sup> letter. If CDD1 does not intend to respond, please confirm that you are authorized to accept service of the enclosed Complaint on CDD1's behalf.

Additionally, if CDD2 has not received a response to the October 26<sup>th</sup> letter within 48 hours of the March 2023 board meeting, then CDD2 will assume that CDD1's response is negative. In such an event, CDD2 intends to pursue any and all available remedies against CDD1.

Sincerely,

TOBIN, REYES, ALVAREZ &  
DE BIASE, PLLC

*Ricardo A. Reyes*

Ricardo A. Reyes, Esq.

Encl.

IN THE CIRCUIT COURT OF THE  
20TH JUDICIAL CIRCUIT IN AND  
FOR COLLIER COUNTY, FLORIDA

CASE NO.

FIDDLER’S CREEK COMMUNITY  
DEVELOPMENT DISTRICT 2,

Plaintiff,

vs.

FIDDLER’S CREEK COMMUNITY  
DEVELOPMENT DISTRICT 1,

Defendant.

\_\_\_\_\_ /

## COMPLAINT

Plaintiff, Fiddler’s Creek Community Development District 2 (“CDD2”), sues Defendant, Fiddler’s Creek Community Development District 1 (“CDD1”), and states:

### **Parties, Jurisdiction and Venue**

1. CDD2 is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended, and was established in 2002 by Ordinance #02-61 enacted by the Board of County Commissioners of Collier County, Florida. The geographical area of CDD2 encompasses approximately 998 acres of the partially developed, mixed use community known as “Fiddler’s Creek” in Collier County, Florida (“Community”).

2. CDD1 is also a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended. The geographical area of CDD1 encompasses a different portion of the Community.

3. This is a civil action in which the amount in controversy exceeds \$15,000.00, exclusive of interest, costs and attorneys' fees.

4. CDD1 is subject to personal jurisdiction in Florida pursuant to Florida Statute Section 48.193 because it regularly conduct business and are engaged in substantial activity in the State of Florida, or because the acts and transactions and causes of action alleged herein arise out of CDD 1's (a) operating, conducting, engaging it or carrying on a business or business venture within the State of Florida; (b) owning, using, possessing or holding a mortgage or other lien on real property in the State of Florida; (c) breaching a contract in the State of Florida by failing to perform acts required by the contract to be performed in Florida; or (d) committing a tortious act in the State of Florida.

5. CDD2 maintains that venue is proper in Collier County, Florida pursuant to Florida Statute Section 47.05 because the causes of action accrued in Collier County and the property which is the subject of this litigation is located in Collier County.

### **Factual Allegations**

6. During the course of the continued development of the Community and the surrounding areas, a need arose for the construction of new access points to the Community from the roadways adjacent to the Community. The construction of these new access points necessarily included the construction of traffic lights.

7. In 2013, CDD1 was preparing to undertake the construction of a new traffic light on Collier Boulevard ("Collier Boulevard Traffic Light").

8. At that time, CDD2 anticipated a future need for its own construction of a traffic light on Route 41 ("Route 41 Traffic Light").

9. As part of the requisite financial planning for both districts, the parties discussed the need for a written agreement whereby the respective districts would split the costs associated with the design, permitting, installation and construction of both traffic lights – the Collier Boulevard Traffic Light as well as the future Route 41 Traffic Light.

10. Therefore, on August 28, 2013, CDD1 and CDD2 entered into the Interlocal Agreement [Traffic Signal Cost Sharing] (“Interlocal Agreement”). A true and correct copy of the Interlocal Agreement is attached hereto as **Exhibit “A.”**

11. The Interlocal Agreement provided that CDD1 and CDD2 would each “pay for and be responsible for one-half of the cost of the design, permitting, installation and construction” of both the Collier Boulevard Traffic Light and the Route 41 Traffic Light.

12. In accordance with the same, CDD2 timely and fully paid its one-half share of the total, gross cost of the construction of the Collier Boulevard Traffic Light.

13. Thereafter, in approximately 2019, CDD2 began planning for a significant development project including the construction of a shopping center on property which was previously within CDD2 on Route 41 adjacent to the Community which center was to include a Publix grocery store. That project included the construction of certain access therefrom to the Community as well as the Route 41 Traffic Light.

14. As part of the same, CDD2 entered into two (2) contracts – the *District Traffic Signal Agreement* dated January 29, 2020 (“Signal Agreement”) and the *Access Agreement [Plaza I/CDD#2]* dated January 29, 2020 (“Access Agreement”) – related to the construction of access from the planned Publix shopping center to the Community. Copies of the Signal and Access Agreements are attached hereto as **Exhibits “B”** and **“C,”** respectively.

15. Pursuant to Signal Agreement and the Access Agreement, CDD2 undertook certain obligations to Halvorsen Holdings, LLC (“Halvorsen”), a private retail development company, including, without limitation, moving the gate house as well as endeavoring to obtain FDOT approval for and the actual installation of the Route 41 Traffic Light. In consideration for these and a multitude of additional CDD2 obligations, Halvorsen agreed to pay \$200,000 (“Halvorsen Payment”) to CDD2.

16. Notably, CDD1 is not a party to either the Signal Agreement or the Access Agreement. Further, CDD1 has no obligation under either the Signal Agreement or the Access Agreement, and is not the intended recipient of the Halvorsen Payment, or any part of the same.

17. Rather, pursuant to the Interlocal Agreement, CDD1 remained obligated to pay one-half of the total, gross cost of the construction of the Route 41 Traffic Light – just as CDD2 had done for the Collier Boulevard Traffic Light.

18. On July 27, 2022, during a regularly scheduled open meeting, the CDD1 Board of Supervisors (“CDD1 Board”) discussed, among other things, the anticipated construction of the Traffic Light as well as the proposed 2023 budget for CDD1 which included an allocation of funds to pay towards the cost of the Route 41 Traffic Light construction. A true and correct copy of the excerpts from the minutes of the July 2022 CDD1 meeting are attached hereto as **Exhibit “D.”**

19. At that open meeting, CDD1 was advised that the total anticipated cost of the Route 41 Traffic Light construction, at that time, would be \$950,000.

20. Notwithstanding, the CDD1 Board proposed and approved budgeting no more than \$352,000 – less than one-half of the anticipated cost – in the Fiscal Year 2023 budget for the construction of the Route 41 Traffic Light.

21. As was explained during the open meeting, the CDD1 Board proposed that a \$200,000 credit was to be deducted from the total, gross cost of the construction of the Traffic Light which would reduce CDD1's obligation toward the construction cost of the Route 41 Traffic Light by \$100,000.

22. CDD1's proposal, however, was incorrect.

23. CDD1 is not entitled to credit any portion of the Halvorsen Payment towards its obligation to pay for one-half of the cost of the Route 41 Traffic Light construction.

24. CDD1's attempt to apply a \$100,000 credit (representing ½ of the Halvorsen Payment to CDD2) to lessen its construction cost is in direct contravention of its unambiguous obligation under the Interlocal Agreement.

25. As a result, on October 26, 2022, CDD2 demanded that CDD1 acknowledge its unequivocal obligation to fulfill its payment obligations under the Interlocal Agreement without the benefit of any share in the Halvorsen Payment. A true and correct copy of CDD2's Demand Letter is attached hereto as **Exhibit "E."**

26. At the December 14, 2022 regularly scheduled open meeting, the CDD1 Board acknowledged receipt of CDD2's Demand Letter but declined to provide any response thereto, let alone the confirmation sought by CDD2 therein. The matter was added to the agenda for the next open meeting. A true and correct copy of the excerpts from the minutes of the December 2022 CDD1 meeting are attached hereto as **Exhibit "F."**

27. Once again at the January 25, 2023 regularly scheduled open meeting, the CDD1 Board acknowledged receipt of CDD2's Demand Letter but refused to provide any response thereto. In fact, the CDD1 noted that this matter was to be removed from future agendas. A true



and correct copy of the excerpts from the minutes of the January 2023 CDD1 meeting are attached hereto as **Exhibit “G.”**

28. In light of CDD1’s erroneous budget coupled with its failure and refusal to confirm its unequivocal obligation to pay for one-half of the total, gross cost of the Route 41 Traffic Light, CDD2 has a reasonable and credible fear that CDD1 will breach its obligations under the Interlocal Agreement leaving CDD2 to bear more than its share of the cost to the detriment of its constituents.

29. It is critical that CDD2, a quasi-governmental entity, obtain CDD1’s unqualified confirmation of its payment obligation in order to properly budget and plan for the completion of this significant capital project which is funded by its constituents.

30. At present, the anticipated cost of the construction of the Route 41 Traffic Light has grown to in excess of \$1,000,000.00, and will likely increase further during the protracted process of obtaining FDOT approval and construction thereafter.

31. Even if the cost does not ultimately exceed \$1,000,000 (which is unlikely), CDD1’s present budget provides for the payment of less than one-third of the total, gross cost of the Route 41 Traffic Light.

32. Thus, should CDD1 fail to timely and fully fulfill its payment obligation, CDD2 will be severely prejudiced and significantly damaged.

33. All conditions precedent to the filing of this action have been performed, satisfied or waived.

### **COUNT I - Declaratory Judgment**

34. This is an action for declaratory relief pursuant to Chapter 86, Florida Statutes.

35. CDD 2 incorporates and realleges the allegations in paragraphs 1 through 33 above.

36. Pursuant to the Interlocal Agreement, CDD1 is obligated to pay one-half of the total, gross cost of the construction of the Route 41 Traffic Light.

37. However, CDD1's 2023 budget includes a \$200,000 credit to be deducted from the total, gross cost of the Route 41 Traffic Light which lessens its own obligation by \$100,000.

38. CDD1's claimed entitlement to a \$100,000 credit, in its favor, on its payment obligation for the Route 41 Traffic Light is erroneous.

39. In light of CDD1's failure and refusal to confirm its obligation under the Interlocal Agreement to pay for one-half of the total, gross cost of the Route 41 Traffic Light construction without benefit of the Halvorsen Payment, in whole or in full, CDD2 is in doubt concerning whether and to what extent CDD1 intends to fulfill its payment obligation which doubt CDD2 is entitled to have removed.

40. There is a bona fide, actual, present practical need for a declaration concerning the parties' rights and obligations under the Interlocal Agreement, and specifically that CDD1 has no right to credit the Halvorsen Payment, or any part thereto, to its payment obligation with respect to the Route 41 Traffic Light.

41. The declaration sought deals with a present controversy as to an ascertainable set of facts.

42. CDD2 and CDD1 have actual, present, adverse, and antagonistic interests, and all antagonistic and adverse interests are before this Court.

WHEREFORE, CDD2 respectfully requests that judgment be entered in its favor:

A. Declaring that CDD1 remains obligated to fulfill its payment obligations under the Interlocal Agreement without the benefit of any share in the Halvorsen Payment; and

- B. Granting supplementary relief, including mandatory injunctive relief, if necessary, to compel CDD1 to fulfill its obligation, in full, under the Interlocal Agreement, in full, and
- C. Awarding costs and any further relief this Court deems equitable, just and proper.

**NOTICE OF DESIGNATION OF EMAIL ADDRESSES**

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), undersigned counsel for Plaintiff, Fiddler’s Creek Community Development District 2, hereby designates the following email addresses to be used in the above referenced matter.

Primary:	eservice@tobinreyes.com
Secondary: Ricardo A. Reyes, Esq.	rar@tobinreyes.com
Secondary: Carrie S. Robinson, Esq.	csrobinson@tobinreyes.com
Secondary: Roseanne Reid, Assistant	rreid@tobinreyes.com

All further documents required or permitted to be served in the above referenced matter shall be served to each of the above referenced email addresses.

Dated: March \_\_\_, 2023.

Respectfully submitted,

Ricardo A. Reyes

Ricardo A. Reyes, FBN 864056  
Carrie S. Robinson, FBN 0354030  
TOBIN, REYES, ALVAREZ &  
DE BIASE, PLLC  
*Attorneys for Plaintiff*  
Mizner Park Office Tower  
225 N. E. Mizner Blvd., Suite 510  
Boca Raton, FL 33432  
Phone: (561) 620-0656  
Fax: (561) 620-0657  
eservice@tobinreyes.com  
rar@tobinreyes.com  
csrobinson@tobinreyes.com  
rreid@tobinreyes.com

# EXHIBIT “A”

**INTERLOCAL AGREEMENT**  
**[TRAFFIC SIGNAL COST SHARING]**

This Agreement is entered into as of this 28 day of August, 2013  
["AGREEMENT"] by and between the FIDDLERS CREEK COMMUNITY DEVELOPMENT  
DISTRICT 1, a community development district established pursuant to Chapter 190, Florida  
Statutes (hereinafter referred to as "FIDDLERS 1"); and the FIDDLERS CREEK COMMUNITY  
DEVELOPMENT DISTRICT NO. 2, a community development district established pursuant to  
Chapter 190, Florida Statutes (hereinafter referred to as "FIDDLERS 2").

WHEREAS, FIDDLERS 1 and FIDDLERS 2 have been established as community  
development districts pursuant to the procedures outlined within Chapter 190, Florida Statutes;  
and,

WHEREAS, pursuant to Florida Statutes, said community development districts have the  
right, authority and power to finance certain public improvements; and,

WHEREAS, FIDDLERS 1 has been advised by Collier County and the Florida  
Department of Transportation ("FDOT") that there are sufficient warrants to justify and  
authorize the construction and operation of a traffic signal system at the intersection of Collier  
Boulevard (S.R. 951) and Fiddler's Creek Parkway, said traffic signal hereinafter referred to as  
the "S.R. 951 Traffic Signal"; and,

WHEREAS, Collier County and FDOT require that third parties other than Collier County  
or FDOT pay the cost of the design, permitting, installation and construction of the S.R. 951  
Traffic Signal, which thereafter will be owned, operated and maintained by Collier County  
and/or FDOT; and,

WHEREAS, in the future, Collier County and/or FDOT may approve the installation and construction of a traffic signal system at the intersection of U.S. 41 (S.R. 90) and Sandpiper Drive in FIDDLERS 2, at the location depicted on the attached Exhibit "A", said traffic signal hereinafter referred to as the "U.S. 41 Traffic Signal", with the "S.R. 951 Traffic Signal " and the "U.S. 41 Traffic Signal" at times collectively referred to herein as the "Traffic Signals"; and,

WHEREAS, Collier County and FDOT require that third parties other than Collier County or FDOT pay the cost of the design, permitting, installation and construction of any U.S. 41 Traffic Signal, which thereafter will be owned, operated and maintained by Collier County and/or FDOT; and,

WHEREAS, it has been determined by the respective Board(s) of Supervisors for each of said community development districts that the property owners and residents of each district would benefit from the installation and construction of the approved S.R. 951 Traffic Signal and the future U.S. 41 Traffic Signal; and,

WHEREAS, the parties hereto desire to enter into this Interlocal Agreement pursuant to the provisions of Section 190.011(12), Florida Statutes and Part I of Chapter 163, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969", as amended, for the purposes of outlining each party's agreed share of the costs of the design, permitting, installation and construction of the S.R. 951 Traffic Signal and the future U.S. 41 Traffic Signal.

NOW THEREFORE,

WITNESSETH

That for and in consideration of the premises and the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration exchanged from one party to the other, receipt of which is acknowledged, the aforesaid FIDDLERS 1 and FIDDLERS 2 hereby enter into this Interlocal Agreement.

1. FIDDLERS 1 and FIDDLERS 2 agree that each will pay for and be responsible for one-half of the cost of the design, permitting, installation and construction of the S.R. 951 Traffic Signal and, if approved, one-half of the cost of the design, permitting, installation and construction of the U.S. 41 Traffic Signal. Collier County and/or FDOT will determine and establish the timing of the design, permitting, installation and construction of the Traffic Signals and each party agrees to timely make their portion of the required payments. In no event shall the amount payable by each district as to the S.R. 951 Traffic Signal be greater than one-half of the cost of the design, permitting, installation and construction of the S.R. 951 Traffic Signal and, as to the U.S. 41 Traffic Signal, if approved, in no event shall the amount payable by each district as to the U.S. 41 Traffic Signal be greater than one-half of the cost of the design, permitting, installation and construction of the U.S. 41 Traffic Signal.

2. A. After FIDDLERS 1 receives written notification from Collier County and/or FDOT that there are sufficient warrants for the S.R. 951 Traffic Signal, FIDDLERS 1 shall: (1) engage and pay for the services of necessary design professionals to design the S.R. 951 Traffic Signal and obtain approval therefor from Collier County and/or FDOT; (2) after approval of said design from Collier County and/or FDOT, pursue and obtain all necessary permits; and, (3) after obtaining all necessary permits, solicit bids, award a contract and pay for the construction/installation of the S.R. 951 Traffic Signal. After completion of the installation of the S.R. 951 Traffic Signal to the satisfaction of FIDDLERS 1, Collier County and FDOT, FIDDLERS 1 shall deliver to FIDDLERS 2 a statement requesting payment of one-half of the of the cost of the design, permitting, installation and construction of the S.R. 951 Traffic Signal. Within forty-five (45) days after receipt of said statement from FIDDLERS 1, FIDDLERS 2 shall remit to FIDDLERS 1 the amount stated in said statement.

B. After FIDDLERS 2 receives written notification from Collier County and/or FDOT that there are sufficient warrants for the U.S. 41 Traffic Signal, FIDDLERS 2 shall: (1)

engage and pay for the services of necessary design professionals to design the U.S. 41 Traffic Signal and obtain approval therefor from Collier County and/or FDOT; (2) after approval of said design from Collier County and/or FDOT, pursue and obtain all necessary permits; and, (3) after obtaining all necessary permits, solicit bids, award a contract and pay for the construction/installation of the U.S. 41 Traffic Signal. After completion of the installation of the U.S. 41 Traffic Signal to the satisfaction of FIDDLERS 2, Collier County and FDOT, FIDDLERS 2 shall deliver to FIDDLERS 1 a statement requesting payment of one-half of the of the cost of the design, permitting, installation and construction of the U.S. 41 Traffic Signal. Within forty-five (45) days after receipt of said statement from FIDDLERS 2, FIDDLERS 1 shall remit to FIDDLERS 2 the amount stated in said statement.

3. FIDDLERS 1 and FIDDLERS 2 each agree that they will timely make the required payments.

4. Any change in the allocation of the costs of the installation of either of the Traffic Signals shall be required to obtain the prior written approval of the Board of Supervisors of each district.

5. This Interlocal Agreement shall be recorded in the Public Records of Collier County, Florida and shall be binding upon all the parties hereto and their respective successors and assigns.

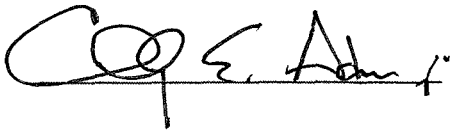
6. Any notices required to be provided hereunder shall be provided to the Registered Agent for the respective district.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the parties hereto have executed this Interlocal Agreement on the day and year first above written.

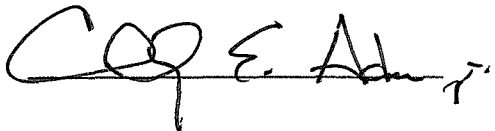
ATTEST:

Handwritten signature of C. E. Adams in black ink, written over a horizontal line.

FIDDLERS CREEK COMMUNITY  
DEVELOPMENT DISTRICT 1

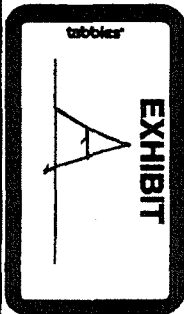
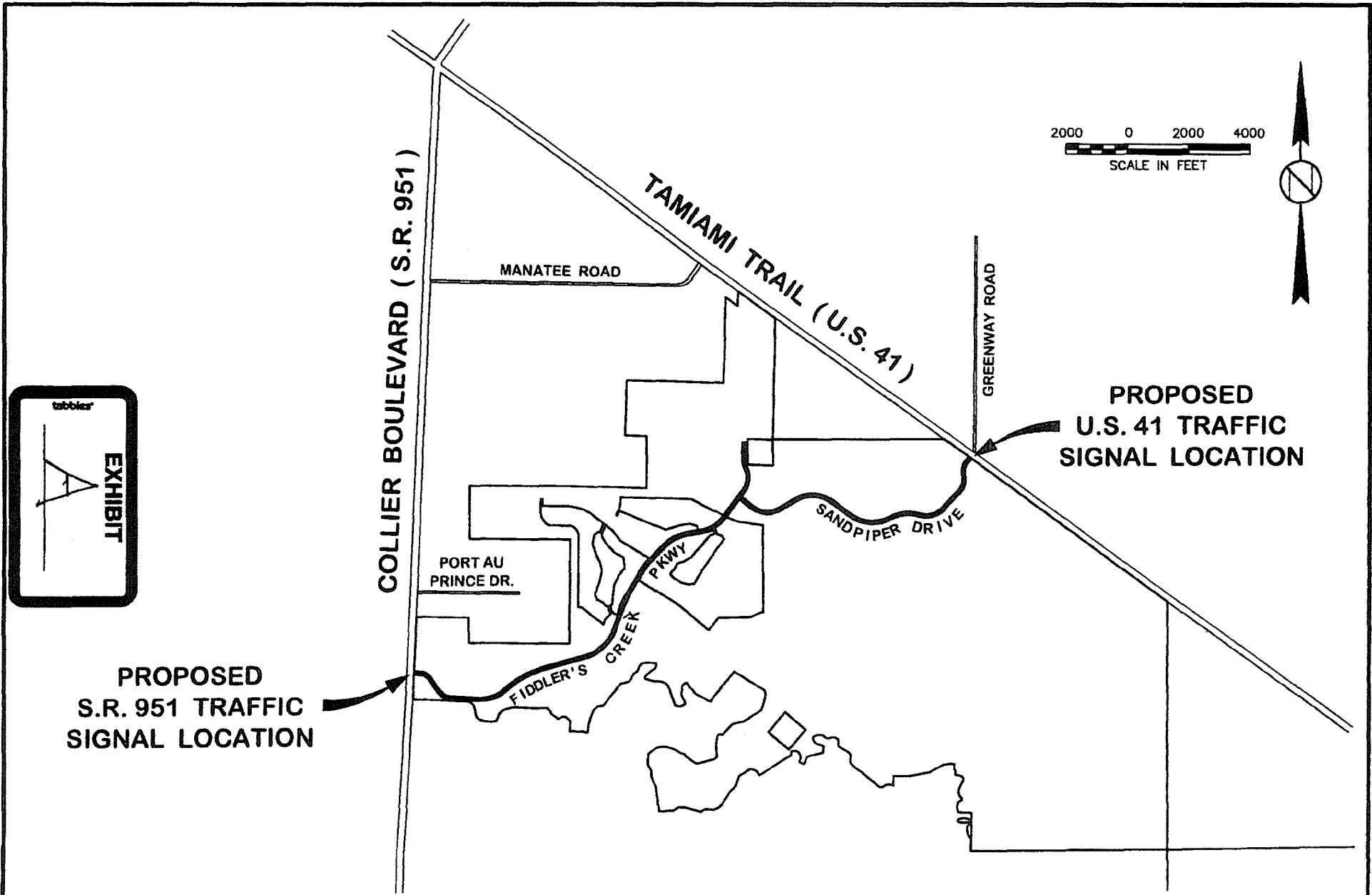
Handwritten signature of J. B. Brigham in black ink, written over a horizontal line.

ATTEST:

Handwritten signature of C. E. Adams in black ink, written over a horizontal line.

FIDDLERS CREEK  
COMMUNITY DEVELOPMENT  
DISTRICT 2

Handwritten signature of James Redden in black ink, written over a horizontal line.



DESIGNED BY W.T.C.	DATE 08/2013
DRAWN BY JCH	DATE 08/2013
CHECKED BY W.T.C.	DATE 08/2013
VERTICAL SCALE N/A	HORIZONTAL SCALE 1" = 3500'



950 Encore Way  
Naples, FL. 34110  
Phone: (239) 254-2000  
Florida Certificate of  
Authorization No.1772

**FIDDLER'S CREEK  
PROPOSED TRAFFIC  
SIGNAL LOCATIONS**

CAD FILE NAME: TRAF_SIGNAL	DRAWING NO. SK20130820
PROJECT NO. 1998.070	SHEET NO. 1 OF 1

# EXHIBIT “B”

After recording return to:  
Anthony P. Pires, Jr., B.C.S.  
Woodward Pires & Lombardo, P.A.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103

INSTR 5823331 OR 5723 PG 380  
RECORDED 2/3/2020 11:16 AM PAGES 8  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
COLLIER COUNTY FLORIDA  
REC \$69.50 INDX \$3.00

### **DISTRICT TRAFFIC SIGNAL AGREEMENT**

29 This District Traffic Signal Agreement (the "Agreement") is made and entered into this day of January, 2020, by and among **FC OYSTER HARBOR, LLC**, a Delaware limited liability company ("FC Oyster"), and **HEPFC, LLC**, a Florida limited liability company ("Halvorsen"), and **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #2**, a uniform community development district established pursuant to Chapter 190, Florida Statutes (the "District"). (Preserve, Halvorsen and the District are sometimes referred to collectively as the "Parties"; and each individually, a "Party.")

### **RECITALS**

A. FC Oyster's affiliate; FCC Preserve, LLC and Halvorsen's affiliate; Halvorsen Suburban Centers, LLC, have entered into that certain Contract for Sale and Purchase dated September 13, 2016, as amended (and to be assigned to FC Oyster and Halvorsen at Closing), regarding the sale and acquisition for commercial development of a portion of the Property consisting of approximately eight and 73/100ths (8.73) acres of contiguous land, situated at the southwest corner of Sandpiper Drive and U.S. Highway 41, Naples, Florida, as is more particularly described as Tract "F" on the attached **Exhibit "A"** to this Agreement (the "Property").

B. The closing on the sale of the Property pursuant to Contract for Purchase and Sale is scheduled for January 29, 2020 (the "Closing").

C. The Property is located within Fiddler's Creek, a planned unit development and development of regional impact located in Collier County, Florida ("Fiddler's Creek").

D. The District is authorized pursuant to Chapter 190, Florida Statutes, to construct, acquire, own, operate and maintain systems, facilities and basic infrastructure in Fiddler's Creek (i.e., roads and improvements to existing public roads, including traffic signals on existing public roads, landscaping, water supply, wastewater and sewer facilities, reuse, recreational and drainage facilities) within its boundaries for the benefit of land owners therein, and to collect assessments, fees and other charges as necessary to fund such operations, capital improvements, and maintenance of such facilities.

E. The Parties agree that entry into and egress from the Property via the intersection of Sandpiper Drive and Tamiami Trail East (U.S. 41) may be facilitated by a traffic signal when warranted (the "Traffic Signal").

F. In order to justify the installation and operation of the Traffic Signal, the District

must submit a warrant analysis to the State of Florida, Department of Transportation (“FLDOT”).

G. If FLDOT approves and authorizes the installation and operation of the Traffic Signal, the District shall design and construct the Traffic Signal at its cost and expense, subject to the terms of this Agreement.

H. The District has agreed to perform, at its cost, all of the work necessary for the construction and installation of the Traffic Signal, as more fully described in **Exhibit “B”** attached hereto and by this reference made a part hereof (the “Signal Work”).

I. The Parties wish to memorialize their agreement regarding their obligations with respect to the cost and expenses of the Traffic Signal and other matters more fully set out herein.

NOW THEREFORE, in consideration of the premises and the mutual covenants and promises contained herein and intending to be legally bound hereby, the Parties hereby agree as follows.

1. **Recitals.** The foregoing Recitals are true and correct, and incorporated herein by reference.

2. **The District’s Obligations.** The District, at its cost and expense, will engage the services of the necessary professionals to perform a warrant analysis for the Traffic Signal and after receipt and approval by the District submit such warrant analysis to FLDOT. If the applicable criteria have been met and FLDOT authorizes the installation of the Traffic Signal, the District will cause the Traffic Signal to be designed and constructed and bear the cost and expense thereof.

3. **Halvorsen’s Obligations.** Halvorsen shall (a) contribute Two Hundred Thousand and No/100 Dollars (\$200,000.00) towards the District’s costs and expenses associated with the warrant analysis, and the design, permitting and construction/installation of the Traffic Signal, to be paid by Halvorsen to the District within thirty (30) days of the later of (i) the completion of the Traffic Signal and acceptance by FLDOT, Collier County accepts responsibility for maintenance and the Traffic Signal becoming fully operational, and (ii) the District providing an invoice and reasonable supporting backup documentation to Halvorsen evidencing the cost and expense of the Traffic Signal.

4. **Authorization.** The Parties represent and warrant that they have the full right, power and authority to enter into and deliver this Agreement; that each individual signing this Agreement on behalf of the party is fully authorized to do so; and that this Agreement is enforceable in accordance with its terms.

5. **Severability.** If any other of the provisions of this Agreement, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in effect and shall be interpreted so as best to reasonably effect the intent of the Parties.

**6. Covenants Run with the Land.** The covenants set out in this Agreement shall: run with and bind the Property, and shall inure to the benefit of and be enforceable by Preserve, Halvorsen and the District, and their respective legal representatives, transferees, successors and assigns.

**7. Miscellaneous.**

- a) This Agreement contains the entire agreement between and among the Parties with regard to the matters set forth herein.
- b) This Agreement and its exhibits may not be changed, waived, discharged, or terminated orally or in writing, except by a writing signed by all of the Parties.
- c) This Agreement has been negotiated by and between the Parties and shall not be construed against any of the parties as the “drafter” of the Agreement.
- d) The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.
- e) This Agreement shall be governed by Florida law. The exclusive venue and jurisdiction for any action arising out of this Agreement is in a Florida State Court of appropriate jurisdiction in Collier County, Florida.
- f) Upon a default hereunder, in addition to any remedies available under applicable law, the Parties stipulate and agree that the terms of this Agreement may be enforced by specific performance. In the event of any litigation between the Parties arising out of this Agreement, the prevailing party shall be entitled to recover all of its attorneys’ and paralegals’ fees, costs, and expenses incurred in any and all trial, appellate, and post-judgment proceedings.
- g) This Agreement may be signed by the Parties in duplicate counterparts and counterparts of the signature pages may be combined to create an original document binding on all of the Parties hereto and together shall constitute one and the same instrument, and a facsimile or email of an original signature will be deemed an original.
- h) The effective date of this Agreement shall be the date that its execution is completed by all Parties.

SIGNATURES APPEAR ON FOLLOWING PAGE

SIGNATURE PAGE TO AGREEMENT DATED JANUARY 29, 2020

IN WITNESS WHEREOF, each of the Parties hereto have executed this Agreement as of the date set forth opposite its respective signatures below.

**FC OYSTER HARBOR, LLC**

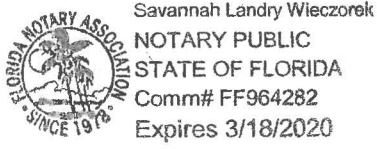
By: Aubrey J. Ferrao  
Aubrey J. Ferrao,  
as President and Chief Executive Officer  
and not in his individual capacity

Date: Jan 29, 2020

STATE OF FLORIDA            )  
  )        SS:  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of January, 2020, by Aubrey J. Ferrao, as President of FC Oyster Harbor, LLC, a Delaware limited liability company, on behalf of the limited liability company. Said individual is personally known to me or produced \_\_\_\_\_ as identification.

S. Landry Wieczorek  
Notary Public, State of Florida  
My commission expires: 3/18/20



**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #2**

Attest:

By: [Signature]  
Elliot Miller, Chairman, and not  
individually

By: [Signature]  
Print Name: JOHN P. NUZZO  
Assistant Secretary

Date: 1/29/20

Date: 1/29/20

**STATE OF FLORIDA  
COUNTY OF COLLIER**

I HEREBY CERTIFY that on this day before me by means of  physical presence or  online notarization, an officer duly qualified to take acknowledgments, personally appeared Elliot Miller, Chairman and John P. Nuzzo, and Assist Secretary of Fiddler's Creek Community Development District 2, a unit of special purpose government organized and existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of January, 2020



Savannah Landry Wieczorek  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF964282  
Expires 3/18/2020

[Signature]  
NOTARY PUBLIC  
Savannah Landry Wieczorek  
(Printed Name)  
Commission No. FF964282  
My Commission Expires: 3/18/20



**HEPFC, LLC, a Florida limited liability company**

By: Halvorsen Holdings, LLC, a Florida limited liability company as its Managing Member

Date: 1/29/20

By: HH Manager, Inc., a Florida corporation as its Managing Member

By: [Signature]  
Jeffrey T. Halvorsen, solely as its President and not individually

STATE OF FLORIDA )  
COUNTY OF Palm Beach ) SS:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29<sup>th</sup> day of January 2020, by Jeffrey T. Halvorsen, as President of HH Manager, Inc., a Florida corporation, as managing member of Halvorsen Holdings, LLC, a Florida limited liability company, as managing member of HEPFC, LLC, a Florida limited liability company, on behalf of the limited liability company. Said individual is personally known to me or produced — as identification.

[Signature]  
Notary Public, State of Florida  
My commission expires:



# EXHIBIT "A" THE PROPERTY

### PROPERTY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE EAST LINE OF SAID FRACTION, NORTH 00°20'46" EAST, A DISTANCE OF 1,080.17 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 45°55'41" WEST, A DISTANCE OF 243.84 FEET; THENCE NORTH 22°06'49" EAST, A DISTANCE OF 136.63 FEET; THENCE NORTH 45°55'41" WEST, A DISTANCE OF 155.94 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 487.72 FEET; THENCE SOUTH 45°55'41" EAST, A DISTANCE OF 690.00 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 121.65 FEET; THENCE NORTH 39°18'30" EAST, A DISTANCE OF 120.42 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 63.53 FEET; THENCE NORTH 54°21'06" WEST, A DISTANCE OF 10.11 FEET; THENCE NORTH 44°04'19" EAST, A DISTANCE OF 50.55 FEET TO A POINT ON THE RIGHT-OF-WAY OF U.S. 41 (TAMiami TRAIL) (SR 90); THENCE RUN ALONG SAID RIGHT-OF-WAY, SOUTH 54°21'06" EAST, A DISTANCE OF 101.09 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 50.55 FEET; THENCE NORTH 54°21'06" WEST, A DISTANCE OF 10.11 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 75.38 FEET; THENCE SOUTH 48°50'08" WEST, A DISTANCE OF 120.42 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 161.65 FEET; THENCE NORTH 45°55'41" WEST, A DISTANCE OF 133.94 FEET; THENCE SOUTH 67°16'14" WEST, A DISTANCE OF 30.48 FEET; THENCE SOUTH 44°04'19" WEST, A DISTANCE OF 635.22 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 124.57 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 10°20'38", (CHORD BEARING NORTH 31°06'00" WEST, A DISTANCE OF 124.40 FEET); THENCE NORTH 45°55'41" WEST, A DISTANCE OF 29.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.73 ACRES, MORE OR LESS.

### NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT AND REFER TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AS BEING N 0°20'46" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

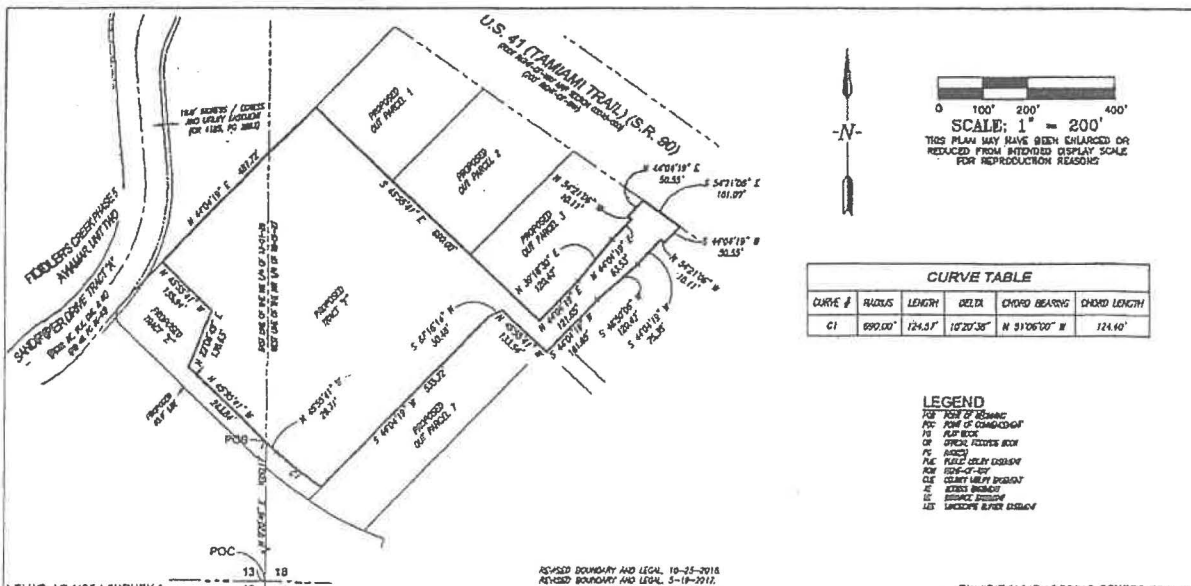
\* THIS IS NOT A SURVEY \*

NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

REVISED BOUNDARY AND LEGAL, 10-25-2016  
REVISED BOUNDARY AND LEGAL, 5-18-2017  
REVISED BOUNDARY AND LEGAL, 4-4-2017

EXHIBIT "A" (SHOPPING CENTER TRACT)

DRAWN BY: KJG CHECKED BY: OLS JOB CODE: FDP00P SCALE: NA DATE: 24 MARCH 2017 FILE: 18-148-TRACT F SHEET: 1 OF 2	 <b>GradyMinor</b> Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 00001511    Cert. of Auth. LA 00001511 18024 Springs, 33929-17, 1144    www.GradyMinor.com    Fort Myers, 239.690.4700	O. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Business LC 20000206	SKETCH AND DESCRIPTION A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST COLLIER COUNTY, FLORIDA DATE: 2017 J. SANDREY & P.L.M. A. LEWIS JR. FOR THE FIRM
---	---	--	--



\* THIS IS NOT A SURVEY \*

REVISED BOUNDARY AND LEGAL, 10-25-2016  
REVISED BOUNDARY AND LEGAL, 5-18-2017  
REVISED BOUNDARY AND LEGAL, 4-4-2017

EXHIBIT "A" (SHOPPING CENTER TRACT)

DRAWN BY: KJG CHECKED BY: OLS JOB CODE: FDP00P SCALE: 1" = 200' DATE: 24 MARCH 2017 FILE: 18-148-TRACT F SHEET: 2 OF 2	 <b>GradyMinor</b> Civil Engineers • Land Surveyors • Planners • Landscape Architects Cert. of Auth. EB 00001511    Cert. of Auth. LA 00001511 18024 Springs, 33929-17, 1144    www.GradyMinor.com    Fort Myers, 239.690.4700	O. Grady Minor and Associates, P.A. 3800 Via Del Rey Bonita Springs, Florida 34134 Business LC 20000206	SKETCH AND DESCRIPTION A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST COLLIER COUNTY, FLORIDA NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2
--	---	--	---

**EXHIBIT "B"**

**Signal Work.**

**Shoppes at Fiddler's Creek**

**Preliminary Scope of Work for Traffic Signal  
at Sandpiper Drive and US 41 (State Road No. 45)**

**Collier County, Florida**

**September 19, 2019**

- I. DESIGN & PERMITTING**
  - a. Warrant Analysis
  - b. Design Survey
  - c. Road Design
  - d. Markings / Structural/Electrical
  - e. Signal Design / Cross Walk
  - f. Traffic Study / FDOT Permit
  
- II. INTERSECTION CONSTRUCTION**
  - a. Mobilization
  - b. MOT
  - c. Road Modifications
  - d. Signal Mast Arms / Signal / Pedestrian / Controllers / Sensors
  
- III. SURVEY / GEOTECHNICAL**
  - a. Survey / Layout
  - b. Testing
  - c. Inspections / Certification

After recording return to:  
Anthony P. Pires, Jr., B.C.S.  
Woodward Pires & Lombardo, P.A.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103

INSTR 5823322 OR 5723 PG 305  
RECORDED 2/3/2020 11:08 AM PAGES 13  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
COLLIER COUNTY FLORIDA  
REC \$112.00 INDX \$2.00

## ACCESS AGREEMENT [Plaza I/CDD#2]

THIS ACCESS AGREEMENT ("Agreement") is made as of the 29 day of January, 2020, by and between Fiddler's Creek Plaza I Association, Inc., a Florida not-for-profit corporation ("Plaza I"), FC Oyster Harbor, LLC, a Delaware limited liability company ("FC Oyster"), HEPFC, LLC, a Florida limited liability company ("HEPFC"), and their successors or assigns, and Fiddler's Creek Community Development District 2, a uniform community development district established pursuant to Chapter 190, Florida Statutes (the "District"). (Plaza I, FC Oyster, HEPFC and the District are sometimes referred to collectively as the "Parties"; and each, a "Party".)

### RECITALS:

A. Plaza I is a property owner's association created with the responsibility for maintaining and administering the real property more fully described and depicted on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property").

B. The Property is located within Fiddler's Creek, a planned unit development and development of regional impact located in Collier County, Florida ("Fiddler's Creek").

C. The Property will be developed as a shopping center ("Fiddler's Creek Plaza"), with various shopping center tenants (the "Tenants"), including, without limitation, a major grocery retailer as the anchor tenant, as that term is defined in the Declaration of Covenants, Operations and Reciprocal Easements ("CORE") recorded in Official Records Book 5723, Page 238, of the Public Records of Collier County, Florida (the "Anchor Tenant").

D. Fiddler's Creek Plaza is owned by FC Oyster and after the recording of the CORE in the Public Records of Collier County, Florida, Future Tract F of the plat of Fiddler's Creek Plaza will be conveyed to HEPFC. HEPFC is the landlord to the Anchor Tenant.

E. The District is the owner, and has responsibility for the maintenance, of Sandpiper Drive, the access road from U.S. 41 into Fiddler's Creek ("Sandpiper Drive").

F. The development plans for the Property include the construction of a gate on a portion of Sandpiper Drive at the entrance to Fiddler's Creek, as depicted on "**Exhibit "B"**" attached hereto and incorporated herein for all purposes, for the purpose of controlling access to Fiddler's Creek (the "Gate").

G. The District wishes to grant to Plaza I, FC Oyster and HEPFC and their successors and assigns, and Plaza I wishes to acquire for the benefit of the Anchor Tenant, Unimpeded Access, as defined herein, upon a portion of Sandpiper Drive, which, together with the area which includes the Gate, are shown on **Exhibit “B”** (the “Access Area”), to allow delivery vehicles bearing the Anchor Tenant’s name (the “Anchor Tenant Vehicles”) to enter and exit Fiddler’s Creek Plaza in connection with the Permitted Purposes (as defined below) via the roadways shown on **Exhibit “B”**.

H. The Property shall be held, sold and conveyed subject to the covenants set out in this Agreement, which shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, legal representatives, transferees, successors and assigns, and shall inure to the benefit of the owners thereof.

NOW, THEREFORE, in consideration of the Recitals and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct, and incorporated herein by reference.

2. **Definitions.** As used herein, capitalized terms shall have the meanings set forth below:

(a) “Permitted Purposes” means the provision and delivery by the Anchor Tenant’s Vehicles of goods, materials, inventory, equipment and other property to the business premises of the Anchor Tenant for retail sale to customers of the Anchor Tenant.

(b) “Unimpeded Access” means: (i) giving to the Anchor Tenant Vehicles unrestricted ingress, egress, passage and use on, over, through and across the Access Area for a Permitted Purpose.

3. **Access Rights.**

(a) Grant. The District grants to Plaza I to FC Oyster and to HEPFC, for itself and for the benefit of the Anchor Tenant, a perpetual, non-exclusive easement, right and privilege of Unimpeded Access in, on, over, above and across the Access Area for the Permitted Purposes.

(b) No Rights in Other Tenants. The access rights granted herein do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of Tenants other than the Anchor Tenant.

4. **General Provisions.**

(a) Covenants Run With the Land. The provisions of this Agreement shall be binding upon, appurtenant to and for the benefit of both of the Property and the Access Area, and each part thereof, and shall run with the land.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the District, Plaza I, FC Oyster, HEPFC, the Anchor Tenant and their respective successors and assigns.

(c) Modification and Termination. Notwithstanding anything in this Agreement to the contrary, the access rights granted herein shall be perpetual, and may not be modified or terminated without the written consent of the Parties hereto, and then only by written instrument duly executed and acknowledged by all of the Parties hereto and recorded in the Public Records of Collier County, Florida.

(d) Third Party Beneficiary. The Parties acknowledge and agree that the Anchor Tenant is a party to and the intended third-party beneficiary of this Agreement. As such, the Anchor Tenant shall have the right to enforce this Agreement directly, with or without the participation of Plaza I or any other Party hereto.

(e) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express or UPS), postage or delivery charges prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of Collier County. All notices to the undersigned shall initially be given to the following addressees:

IF TO PLAZA I:

Fiddler's Creek Plaza I Association, Inc.  
8156 Fiddler's Creek Parkway  
Naples, Florida 34114  
Attention: Anthony DiNardo, as President  
Email: [dinardot@gulfbay.com](mailto:dinardot@gulfbay.com)  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
Attention: Mark J. Woodward  
Email: [mwoodward@wpl-legal.com](mailto:mwoodward@wpl-legal.com)

With a copy to:

IF TO THE DISTRICT:

Fiddler's Creek Community Development District 2  
c/o Wrathell, Hunt and Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135  
Tel: (239) 498-9020; (239) 989-2939 (M)  
Fax: (561) 571-0013  
Attn: Chuck Adams, District Manager  
Email: [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

With a copy to:

Anthony P. Pires, Esq.  
Woodward, Pires & Lombardo, P.A.  
3200 North Tamiami Trail, Suite 200

Naples, FL 34103  
Tel: (239) 649-6555  
Fax: (239) 849-7342  
Email: [apires@wpl-legal.com](mailto:apires@wpl-legal.com)

IF TO FC OYSTER:

FC Oyster Harbor, LLC  
8156 Fiddler's Creek Parkway  
Naples, FL 34114  
Tel: (239) 732-9400  
Fax: (239) 732-9402  
Attn: Aubrey J. Ferrao, as President  
Email: [ajf@gulfbay.com](mailto:ajf@gulfbay.com)

With a copy to:

Mark J. Woodward, Esq.  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, FL 34103  
Tel: (239) 649-6555  
Fax: (239) 649-7342  
Email: [mwoodward@wpl-legal.com](mailto:mwoodward@wpl-legal.com)

IF TO HEPFC:

HEPFC, LLC  
9132 Strada Place, Suite 210  
Naples, FL 34108  
Attn: Gary Ittner  
Email: [garyi@ezonnaples.com](mailto:garyi@ezonnaples.com)

With a copy to:

Halvorsen Development Corporation  
851 S. Federal Highway, Suite 201  
Boca Raton, FL 33432  
Attn: Jeffrey T. Halvorsen  
Email: [jtucker@halvorsenholdings.com](mailto:jtucker@halvorsenholdings.com)

With a copy to:

Gil Burstiner, Esq.  
Hartman Simons & Wood, LLP  
6400 Powers Ferry Road NW, Suite 400  
Atlanta, GA 30339  
Tel: (770) 951-6791  
Fax: (678) 965-1750  
Email: gil.burstiner@hartmansimons.com

Notices sent via certified mail, if not received, but are returned as being “refused”, “moved, not forwardable” or “unclaimed”, or words of similar effect have been placed upon the envelope by the United States Postal Service, service is deemed effective as of the date of mailing. Any Party wishing to change the person designated to receive any notice, or the address for any notice, may do so by complying with the notice provisions of this paragraph.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

(g) Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use and the singular shall include the plural, and the use of the plural shall include the singular.

(h) Governing Law/Venue. This Agreement shall be governed by and construed under the laws of Florida. Unless otherwise provided for herein, the Parties hereby irrevocably: (a) submit and consent to the non-exclusive jurisdiction of the state courts of appropriate jurisdiction located in Collier County, Florida, with regard to any suit, action, or other legal proceeding arising out of this Agreement; and (b) waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim: that they are not personally subject to the jurisdiction of the state courts aforesaid; that the suit, action, or proceeding is brought in an inconvenient forum; that the venue of the suit, action, or proceeding is improper; or that this Agreement or the subject matter hereof may not be enforced in such courts.

(i) Waiver of Jury Trial. The Parties knowingly, voluntarily and intentionally waive trial by jury in any action, proceeding or counterclaim brought by any of them against the other for any matter whatsoever arising out of or in any way connected with this Agreement.





FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT 2

By: [Signature]  
Elliot Miller  
as Chairman and not individually

ATTEST:

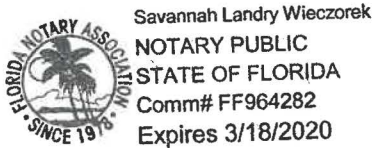
[Signature]  
Assistant Secretary  
JOHN P. NUZZO  
Printed Name

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me by means of  physical presence or  online notarization, an officer duly qualified to take acknowledgments, personally appeared Elliot Miller, Chairman and John P. Nuzzo, and Assistant Secretary of Fiddler's Creek Community Development District 2, a unit of special purpose government organized and existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of January, 201820

[Signature]  
NOTARY PUBLIC  
Savannah Landry Wieczorek  
(Printed Name)  
Commission No. FF964282  
My Commission Expires: 3-18-20





Sign: Grace Garcia  
Print Name: Grace Garcia

Sign: [Signature]  
Print Name: [Signature]

HEPFC, LLC

By: Halvorsen Holdings, LLC, a Florida limited liability company, as its Managing Member

By: HH Manager, Inc., a Florida Corporation, as its Managing Member

By: [Signature]  
Jeffrey T. Halvorsen, not individually but solely in his capacity as President

STATE OF FLORIDA )  
COUNTY OF PAIM BEACH ) SS:  
)

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of January, 2020, by Jeffrey T. Halvorsen, as President of HH Manager, Inc., a Florida corporation, as managing member of Halvorsen Holdings, LLC, a Florida limited liability company, as managing member of HEPFC, LLC, a Florida limited liability company, on behalf of the limited liability company. Said individual is personally known to me or produced \_\_\_\_\_ as identification.

Cheryl Burden  
Notary Public, State of Florida  
My commission expires:



**PROPERTY DESCRIPTION**

A TRACT OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID FRACTION, NORTH 00°20'46" EAST, A DISTANCE OF 774.50 FEET; THENCE SOUTH 89°39'14" EAST, A DISTANCE OF 225.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 21°04'19" EAST, A DISTANCE OF 100.04 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 314.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 24°43'11", (CHORD BEARING NORTH 58°17'16" WEST, A DISTANCE OF 312.51 FEET); THENCE NORTH 45°55'41" WEST, A DISTANCE OF 450.58 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 46.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°00'29", (CHORD BEARING NORTH 01°25'26" WEST, A DISTANCE OF 42.06 FEET) TO A POINT ON THE RIGHT-OF-WAY OF SANDPIPER DRIVE (TRACT A), FIDDLER'S CREEK PHASE 5 AVAMAR, UNIT TWO, PLAT BOOK 48, PAGES 86 THROUGH 93, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID RIGHT-OF-WAY, NORTHEASTERLY 117.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 398.65 FEET, A CENTRAL ANGLE OF 16°50'39", (CHORD BEARING NORTH 34°39'29" EAST, A DISTANCE OF 116.78 FEET); THENCE ALONG SAID RIGHT-OF-WAY AND THE EXTENSION THEREOF, NORTH 29°31'42" EAST, A DISTANCE OF 97.67 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 131.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 218.30 FEET, A CENTRAL ANGLE OF 34°29'48", (CHORD BEARING NORTH 12°16'48" EAST, A DISTANCE OF 129.46 FEET); THENCE NORTH 04°58'06" WEST, A DISTANCE OF 86.91 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 73.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 19°41'22", (CHORD BEARING NORTH 14°48'47" WEST, A DISTANCE OF 73.52 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE NORTHERLY 64.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 20°07'14", (CHORD BEARING NORTH 14°35'51" WEST, A DISTANCE OF 64.63 FEET); THENCE NORTH 04°32'14" WEST, A DISTANCE OF 12.14 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 91.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 28°16'21", (CHORD BEARING NORTH 09°35'57" EAST, A DISTANCE OF 90.36 FEET) TO A POINT ON THE RIGHT-OF-WAY OF SANDPIPER DRIVE (TRACT A), FIDDLER'S CREEK PHASE 5 AVAMAR, UNIT TWO, PLAT BOOK 48, PAGES 86 THROUGH 93, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) NORTH 23°44'07" EAST, A DISTANCE OF 25.33 FEET TO A POINT ON A CURVE TO THE RIGHT; 2) THENCE NORTHEASTERLY 80.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 11°56'54", (CHORD BEARING NORTH 29°42'34" EAST, A DISTANCE OF 80.14 FEET); 3) THENCE NORTH 35°41'01" EAST, A DISTANCE OF 188.71 FEET TO A POINT ON THE RIGHT-OF-WAY OF US 41 (TAMIAMI TRAIL); THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 54°21'06" EAST, A DISTANCE OF 1,967.20 FEET; THENCE SOUTH 35°38'54" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE WESTERLY 403.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 77°06'37", (CHORD BEARING SOUTH 87°05'36" WEST, A DISTANCE OF 373.96 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE WESTERLY 883.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 61°01'17", (CHORD BEARING SOUTH 79°02'56" WEST, A DISTANCE OF 842.78 FEET) TO THE POINT OF BEGINNING.

CONTAINING 33.75 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFERRED TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA AS BEING N 0°20'46" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

\* THIS IS NOT A SURVEY \*  
NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	FCHPSDP
SCALE:	N/A
DATE:	7 JANUARY 2020
FILE:	19-39-RETAL
SHEET:	1 of 2



**GradyMinor**

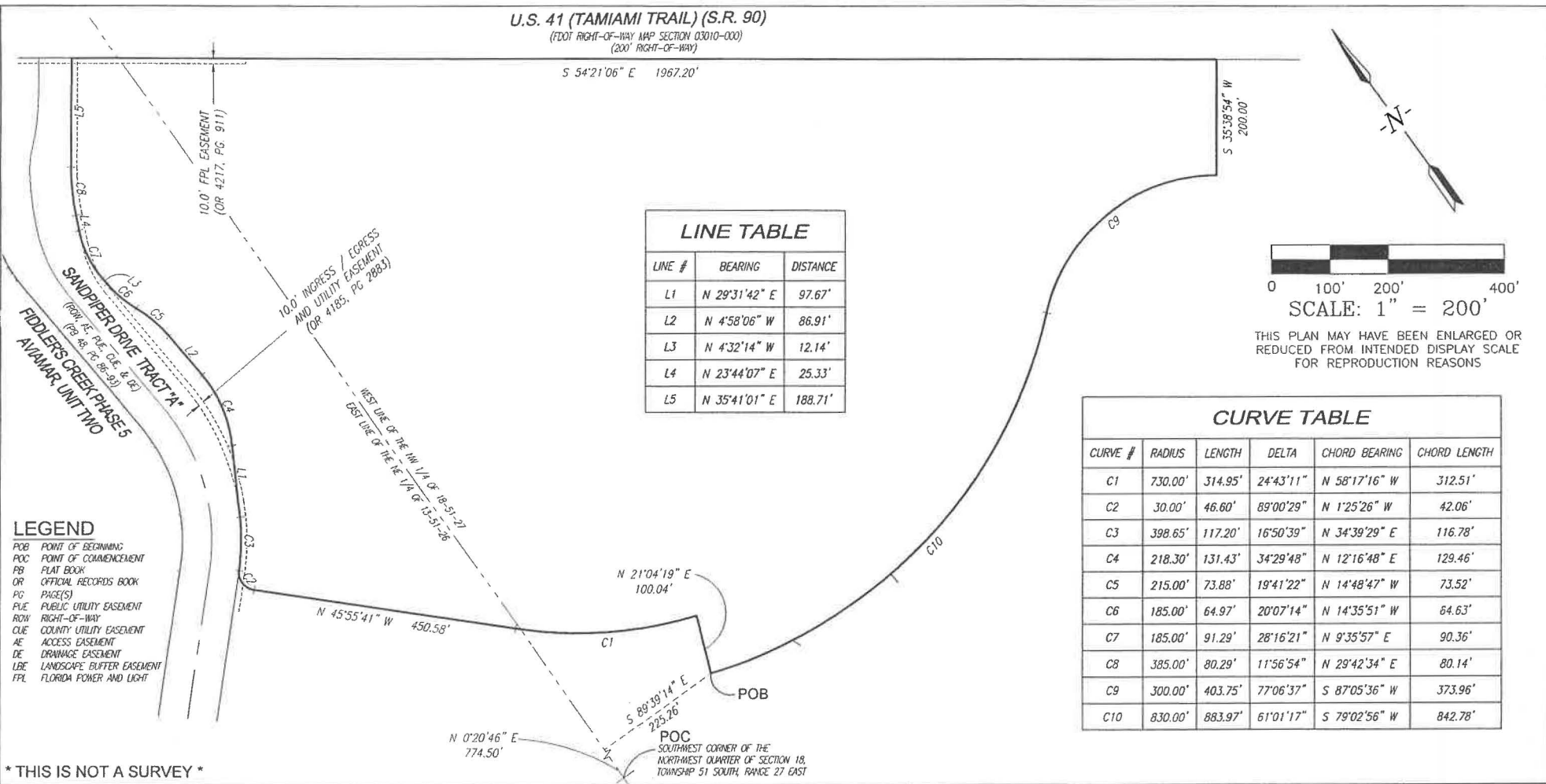
Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151      Business LC 26000266  
 Bonita Springs: 239.947.1144      www.GradyMinor.com      Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION	
A PARCEL OF LAND	
LYING IN	
SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST	
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST	
COLLIER COUNTY, FLORIDA	

DATE SIGNED
DONALD L. SAINTENY III, P.S.M. FL LICENSE #6761 FOR THE FIRM

G:\SURVEY\PROJECT SURVEY 2019\39 - FIDDLER'S CREEK PUBLIC PLAT\PROJECT SURVEY 19-39-RETAL.DWG Exhibit 1A



DRAWN BY: KJG  
 CHECKED BY: DLS  
 JOB CODE: FCHPSDP  
 SCALE: 1" = 200'  
 DATE: 7 JANUARY 2020  
 FILE: 19-39-RETAIL  
 SHEET: 2 of 2



**Q. Grady Minor and Associates, P.A.**  
 3800 Via Del Rey  
 Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects

Cert. of Auth. EB 0005151    Cert. of Auth. LB 0005151    Business LC 26000266

Bonita Springs: 239.947.1144    [www.GradyMinor.com](http://www.GradyMinor.com)    Fort Myers: 239.690.4380

**SKETCH AND DESCRIPTION**

A PARCEL OF LAND

LYING IN  
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST  
 COLLIER COUNTY, FLORIDA

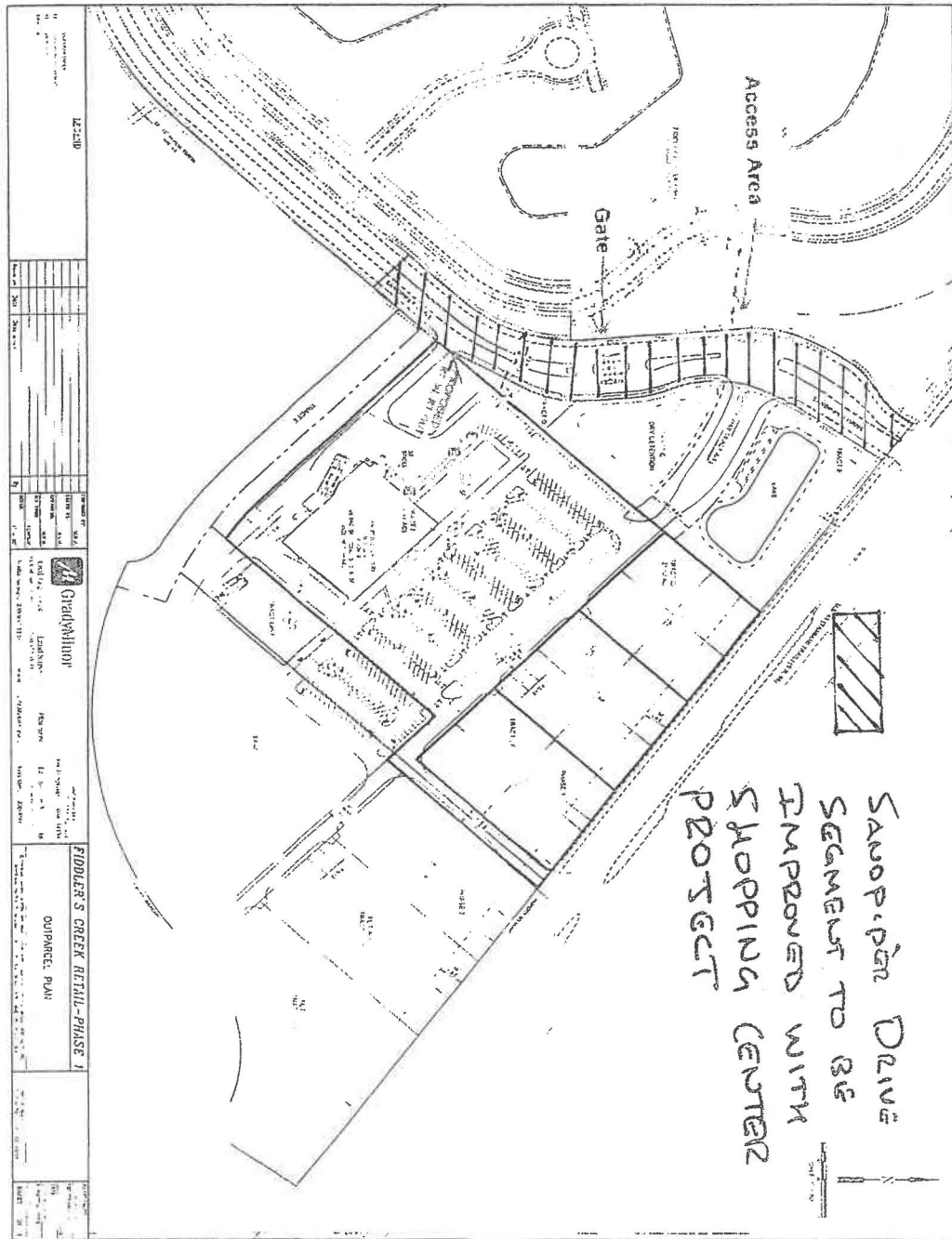
NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

**EXHIBIT "B" (Page 1 of 2)**  
**The Access Area**

A parcel of land located in Section 13, Township 51 South, Range 26 East, Collier County, Florida, as more particularly described as follows:

That portion of Tract A as depicted on the plat entitled Fiddler's Creek Phase 5 Aviamar Unit Two recorded in Plat Book 48, Page 90, of the Public Records of Collier County, Florida

EXHIBIT 'B' (Page 2 of 2)  
Improvements





# EXHIBIT “C”

After recording return to:  
Anthony P. Pires, Jr., B.C.S.  
Woodward Pires & Lombardo, P.A.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103

INSTR 5823322 OR 5723 PG 305  
RECORDED 2/3/2020 11:08 AM PAGES 13  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER  
COLLIER COUNTY FLORIDA  
REC \$112.00 INDX \$2.00

## ACCESS AGREEMENT [Plaza I/CDD#2]

THIS ACCESS AGREEMENT ("Agreement") is made as of the 29 day of January, 2020, by and between Fiddler's Creek Plaza I Association, Inc., a Florida not-for-profit corporation ("Plaza I"), FC Oyster Harbor, LLC, a Delaware limited liability company ("FC Oyster"), HEPFC, LLC, a Florida limited liability company ("HEPFC"), and their successors or assigns, and Fiddler's Creek Community Development District 2, a uniform community development district established pursuant to Chapter 190, Florida Statutes (the "District"). (Plaza I, FC Oyster, HEPFC and the District are sometimes referred to collectively as the "Parties"; and each, a "Party".)

### RECITALS:

A. Plaza I is a property owner's association created with the responsibility for maintaining and administering the real property more fully described and depicted on **Exhibit "A"** attached hereto and incorporated herein for all purposes (the "Property").

B. The Property is located within Fiddler's Creek, a planned unit development and development of regional impact located in Collier County, Florida ("Fiddler's Creek").

C. The Property will be developed as a shopping center ("Fiddler's Creek Plaza"), with various shopping center tenants (the "Tenants"), including, without limitation, a major grocery retailer as the anchor tenant, as that term is defined in the Declaration of Covenants, Operations and Reciprocal Easements ("CORE") recorded in Official Records Book 5723, Page 238, of the Public Records of Collier County, Florida (the "Anchor Tenant").

D. Fiddler's Creek Plaza is owned by FC Oyster and after the recording of the CORE in the Public Records of Collier County, Florida, Future Tract F of the plat of Fiddler's Creek Plaza will be conveyed to HEPFC. HEPFC is the landlord to the Anchor Tenant.

E. The District is the owner, and has responsibility for the maintenance, of Sandpiper Drive, the access road from U.S. 41 into Fiddler's Creek ("Sandpiper Drive").

F. The development plans for the Property include the construction of a gate on a portion of Sandpiper Drive at the entrance to Fiddler's Creek, as depicted on "**Exhibit "B"**" attached hereto and incorporated herein for all purposes, for the purpose of controlling access to Fiddler's Creek (the "Gate").

G. The District wishes to grant to Plaza I, FC Oyster and HEPFC and their successors and assigns, and Plaza I wishes to acquire for the benefit of the Anchor Tenant, Unimpeded Access, as defined herein, upon a portion of Sandpiper Drive, which, together with the area which includes the Gate, are shown on **Exhibit “B”** (the “Access Area”), to allow delivery vehicles bearing the Anchor Tenant’s name (the “Anchor Tenant Vehicles”) to enter and exit Fiddler’s Creek Plaza in connection with the Permitted Purposes (as defined below) via the roadways shown on **Exhibit “B”**.

H. The Property shall be held, sold and conveyed subject to the covenants set out in this Agreement, which shall run with the Property, and be binding on all parties having any right, title or interest in the Property or any part thereof, and their respective heirs, legal representatives, transferees, successors and assigns, and shall inure to the benefit of the owners thereof.

NOW, THEREFORE, in consideration of the Recitals and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct, and incorporated herein by reference.

2. **Definitions.** As used herein, capitalized terms shall have the meanings set forth below:

(a) “Permitted Purposes” means the provision and delivery by the Anchor Tenant’s Vehicles of goods, materials, inventory, equipment and other property to the business premises of the Anchor Tenant for retail sale to customers of the Anchor Tenant.

(b) “Unimpeded Access” means: (i) giving to the Anchor Tenant Vehicles unrestricted ingress, egress, passage and use on, over, through and across the Access Area for a Permitted Purpose.

3. **Access Rights.**

(a) Grant. The District grants to Plaza I to FC Oyster and to HEPFC, for itself and for the benefit of the Anchor Tenant, a perpetual, non-exclusive easement, right and privilege of Unimpeded Access in, on, over, above and across the Access Area for the Permitted Purposes.

(b) No Rights in Other Tenants. The access rights granted herein do not, are not intended to, and shall not be construed to create any easements or rights in or for the benefit of Tenants other than the Anchor Tenant.

4. **General Provisions.**

(a) Covenants Run With the Land. The provisions of this Agreement shall be binding upon, appurtenant to and for the benefit of both of the Property and the Access Area, and each part thereof, and shall run with the land.

(b) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the District, Plaza I, FC Oyster, HEPFC, the Anchor Tenant and their respective successors and assigns.

(c) Modification and Termination. Notwithstanding anything in this Agreement to the contrary, the access rights granted herein shall be perpetual, and may not be modified or terminated without the written consent of the Parties hereto, and then only by written instrument duly executed and acknowledged by all of the Parties hereto and recorded in the Public Records of Collier County, Florida.

(d) Third Party Beneficiary. The Parties acknowledge and agree that the Anchor Tenant is a party to and the intended third-party beneficiary of this Agreement. As such, the Anchor Tenant shall have the right to enforce this Agreement directly, with or without the participation of Plaza I or any other Party hereto.

(e) Notices. All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express or UPS), postage or delivery charges prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of Collier County. All notices to the undersigned shall initially be given to the following addressees:

IF TO PLAZA I:

Fiddler's Creek Plaza I Association, Inc.  
8156 Fiddler's Creek Parkway  
Naples, Florida 34114  
Attention: Anthony DiNardo, as President  
Email: [dinardot@gulfbay.com](mailto:dinardot@gulfbay.com)  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, Florida 34103  
Attention: Mark J. Woodward  
Email: [mwoodward@wpl-legal.com](mailto:mwoodward@wpl-legal.com)

With a copy to:

IF TO THE DISTRICT:

Fiddler's Creek Community Development District 2  
c/o Wrathell, Hunt and Associates, LLC  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135  
Tel: (239) 498-9020; (239) 989-2939 (M)  
Fax: (561) 571-0013  
Attn: Chuck Adams, District Manager  
Email: [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com)

With a copy to:

Anthony P. Pires, Esq.  
Woodward, Pires & Lombardo, P.A.  
3200 North Tamiami Trail, Suite 200

Naples, FL 34103  
Tel: (239) 649-6555  
Fax: (239) 849-7342  
Email: [apires@wpl-legal.com](mailto:apires@wpl-legal.com)

IF TO FC OYSTER:

FC Oyster Harbor, LLC  
8156 Fiddler's Creek Parkway  
Naples, FL 34114  
Tel: (239) 732-9400  
Fax: (239) 732-9402  
Attn: Aubrey J. Ferrao, as President  
Email: [ajf@gulfbay.com](mailto:ajf@gulfbay.com)

With a copy to:

Mark J. Woodward, Esq.  
Woodward, Pires & Lombardo, P.A.  
3200 Tamiami Trail North, Suite 200  
Naples, FL 34103  
Tel: (239) 649-6555  
Fax: (239) 649-7342  
Email: [mwoodward@wpl-legal.com](mailto:mwoodward@wpl-legal.com)

IF TO HEPFC:

HEPFC, LLC  
9132 Strada Place, Suite 210  
Naples, FL 34108  
Attn: Gary Ittner  
Email: [garyi@ezonnaples.com](mailto:garyi@ezonnaples.com)

With a copy to:

Halvorsen Development Corporation  
851 S. Federal Highway, Suite 201  
Boca Raton, FL 33432  
Attn: Jeffrey T. Halvorsen  
Email: [jtucker@halvorsenholdings.com](mailto:jtucker@halvorsenholdings.com)

With a copy to:

Gil Burstiner, Esq.  
Hartman Simons & Wood, LLP  
6400 Powers Ferry Road NW, Suite 400  
Atlanta, GA 30339  
Tel: (770) 951-6791  
Fax: (678) 965-1750  
Email: gil.burstiner@hartmansimons.com

Notices sent via certified mail, if not received, but are returned as being “refused”, “moved, not forwardable” or “unclaimed”, or words of similar effect have been placed upon the envelope by the United States Postal Service, service is deemed effective as of the date of mailing. Any Party wishing to change the person designated to receive any notice, or the address for any notice, may do so by complying with the notice provisions of this paragraph.

(f) Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

(g) Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use and the singular shall include the plural, and the use of the plural shall include the singular.

(h) Governing Law/Venue. This Agreement shall be governed by and construed under the laws of Florida. Unless otherwise provided for herein, the Parties hereby irrevocably: (a) submit and consent to the non-exclusive jurisdiction of the state courts of appropriate jurisdiction located in Collier County, Florida, with regard to any suit, action, or other legal proceeding arising out of this Agreement; and (b) waive, and agree not to assert, by way of motion, as a defense or otherwise, in any such suit, action, or proceeding, any claim: that they are not personally subject to the jurisdiction of the state courts aforesaid; that the suit, action, or proceeding is brought in an inconvenient forum; that the venue of the suit, action, or proceeding is improper; or that this Agreement or the subject matter hereof may not be enforced in such courts.

(i) Waiver of Jury Trial. The Parties knowingly, voluntarily and intentionally waive trial by jury in any action, proceeding or counterclaim brought by any of them against the other for any matter whatsoever arising out of or in any way connected with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first stated above.

Signed in the presence of:

FIDDLER'S CREEK PLAZA I  
ASSOCIATION, INC

Sign: Debra Vatansever  
Print Name: Debra Vatansever

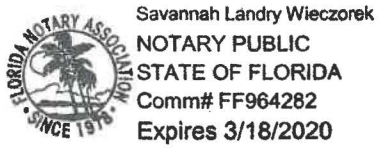
Sign: Kelly Feliciano  
Print Name: Kelly Feliciano

By: Anthony DiNardo  
Anthony DiNardo, as President  
and not individually

STATE OF FLORIDA            )  
  )        SS:  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of January, 2020, by Anthony DiNardo, as President of Fiddler's Creek Plaza I Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. Said individual is personally known to me or produced \_\_\_\_\_ as identification.

Savannah Landry Wiczorek  
Notary Public, State of Florida  
My commission expires: 3/18/20



FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT 2

By: [Signature]  
Elliot Miller  
as Chairman and not individually

ATTEST:

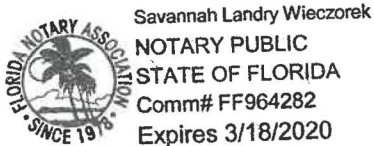
[Signature]  
Assistant Secretary  
JOHN P. NUZZO  
Printed Name

STATE OF FLORIDA  
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me by means of  physical presence or  online notarization, an officer duly qualified to take acknowledgments, personally appeared Elliot Miller, Chairman and John P. Nuzzo, and Assistant Secretary of Fiddler's Creek Community Development District 2, a unit of special purpose government organized and existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of January, 201820

[Signature]  
NOTARY PUBLIC  
Savannah Landry Wieczorek  
(Printed Name)  
Commission No. FF964282  
My Commission Expires: 3-18-20









**PROPERTY DESCRIPTION**

A TRACT OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, AND THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA; THENCE RUN ALONG THE WEST LINE OF SAID FRACTION, NORTH 00°20'46" EAST, A DISTANCE OF 774.50 FEET; THENCE SOUTH 89°39'14" EAST, A DISTANCE OF 225.26 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH 21°04'19" EAST, A DISTANCE OF 100.04 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 314.95 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 730.00 FEET, A CENTRAL ANGLE OF 24°43'11", (CHORD BEARING NORTH 58°17'16" WEST, A DISTANCE OF 312.51 FEET); THENCE NORTH 45°55'41" WEST, A DISTANCE OF 450.58 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 46.60 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°00'29", (CHORD BEARING NORTH 01°25'26" WEST, A DISTANCE OF 42.06 FEET) TO A POINT ON THE RIGHT-OF-WAY OF SANDPIPER DRIVE (TRACT A), FIDDLER'S CREEK PHASE 5 AVAMAR, UNIT TWO, PLAT BOOK 48, PAGES 86 THROUGH 93, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, THE SAME BEING A POINT ON A REVERSE CURVE TO THE LEFT; THENCE ALONG SAID RIGHT-OF-WAY, NORTHEASTERLY 117.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 398.65 FEET, A CENTRAL ANGLE OF 16°50'39", (CHORD BEARING NORTH 34°39'29" EAST, A DISTANCE OF 116.78 FEET); THENCE ALONG SAID RIGHT-OF-WAY AND THE EXTENSION THEREOF, NORTH 29°31'42" EAST, A DISTANCE OF 97.67 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 131.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 218.30 FEET, A CENTRAL ANGLE OF 34°29'48", (CHORD BEARING NORTH 12°16'48" EAST, A DISTANCE OF 129.46 FEET); THENCE NORTH 04°58'06" WEST, A DISTANCE OF 86.91 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 73.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 215.00 FEET, A CENTRAL ANGLE OF 19°41'22", (CHORD BEARING NORTH 14°48'47" WEST, A DISTANCE OF 73.52 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE NORTHERLY 64.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 20°07'14", (CHORD BEARING NORTH 14°35'51" WEST, A DISTANCE OF 64.63 FEET); THENCE NORTH 04°32'14" WEST, A DISTANCE OF 12.14 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHERLY 91.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 185.00 FEET, A CENTRAL ANGLE OF 28°16'21", (CHORD BEARING NORTH 09°35'57" EAST, A DISTANCE OF 90.36 FEET) TO A POINT ON THE RIGHT-OF-WAY OF SANDPIPER DRIVE (TRACT A), FIDDLER'S CREEK PHASE 5 AVAMAR, UNIT TWO, PLAT BOOK 48, PAGES 86 THROUGH 93, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) NORTH 23°44'07" EAST, A DISTANCE OF 25.33 FEET TO A POINT ON A CURVE TO THE RIGHT; 2) THENCE NORTHEASTERLY 80.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 11°56'54", (CHORD BEARING NORTH 29°42'34" EAST, A DISTANCE OF 80.14 FEET); 3) THENCE NORTH 35°41'01" EAST, A DISTANCE OF 188.71 FEET TO A POINT ON THE RIGHT-OF-WAY OF US 41 (TAMIAMI TRAIL); THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 54°21'06" EAST, A DISTANCE OF 1,967.20 FEET; THENCE SOUTH 35°38'54" WEST, A DISTANCE OF 200.00 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE WESTERLY 403.75 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 77°06'37", (CHORD BEARING SOUTH 87°05'36" WEST, A DISTANCE OF 373.96 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE WESTERLY 883.97 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 61°01'17", (CHORD BEARING SOUTH 79°02'56" WEST, A DISTANCE OF 842.78 FEET) TO THE POINT OF BEGINNING.

CONTAINING 33.75 ACRES, MORE OR LESS.

**NOTES**

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA EAST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST, COLLIER COUNTY, FLORIDA AS BEING N 0°20'46" E.

2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.

3. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

\* THIS IS NOT A SURVEY \*  
NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

DRAWN BY:	KJG
CHECKED BY:	DLS
JOB CODE:	FCHPSDP
SCALE:	N/A
DATE:	7 JANUARY 2020
FILE:	19-39-RETAL
SHEET:	1 of 2



**GradyMinor**

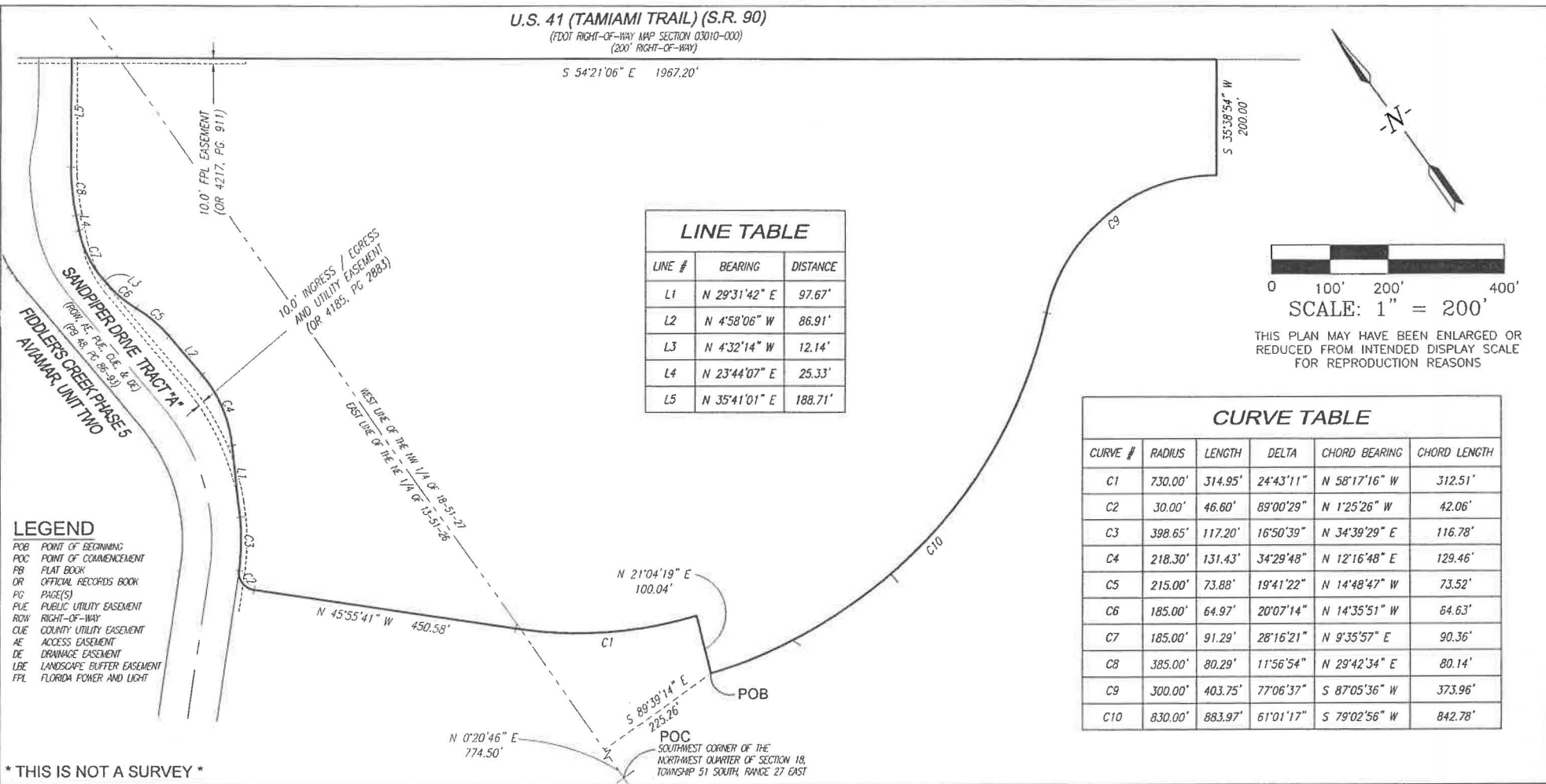
Q. Grady Minor and Associates, P.A.  
3800 Via Del Rey  
Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects  
 Cert. of Auth. EB 0005151      Cert. of Auth. LB 0005151      Business LC 26000266  
 Bonita Springs: 239.947.1144      www.GradyMinor.com      Fort Myers: 239.690.4380

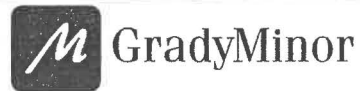
SKETCH AND DESCRIPTION	
A PARCEL OF LAND	
LYING IN	
SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST	
SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST	
COLLIER COUNTY, FLORIDA	

DATE SIGNED
DONALD L. SAINTENY III, P.S.M. FL LICENSE #6761 FOR THE FIRM

C:\SURVEY\PROJECT SURVEY 2019\39 - FIDDLER'S CREEK PUBLIC PLAT\PROJECT SURVEY 19-39-RETAL.DWG Exhibit 1A



DRAWN BY: KJG  
 CHECKED BY: DLS  
 JOB CODE: FCHPSDP  
 SCALE: 1" = 200'  
 DATE: 7 JANUARY 2020  
 FILE: 19-39-RETAIL  
 SHEET: 2 of 2



**Q. Grady Minor and Associates, P.A.**  
 3800 Via Del Rey  
 Bonita Springs, Florida 34134

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 Bonita Springs: 239.947.1144 [www.GradyMinor.com](http://www.GradyMinor.com) Fort Myers: 239.690.4380

**SKETCH AND DESCRIPTION**

A PARCEL OF LAND  
 LYING IN  
 SECTION 13, TOWNSHIP 51 SOUTH, RANGE 26 EAST  
 SECTION 18, TOWNSHIP 51 SOUTH, RANGE 27 EAST  
 COLLIER COUNTY, FLORIDA

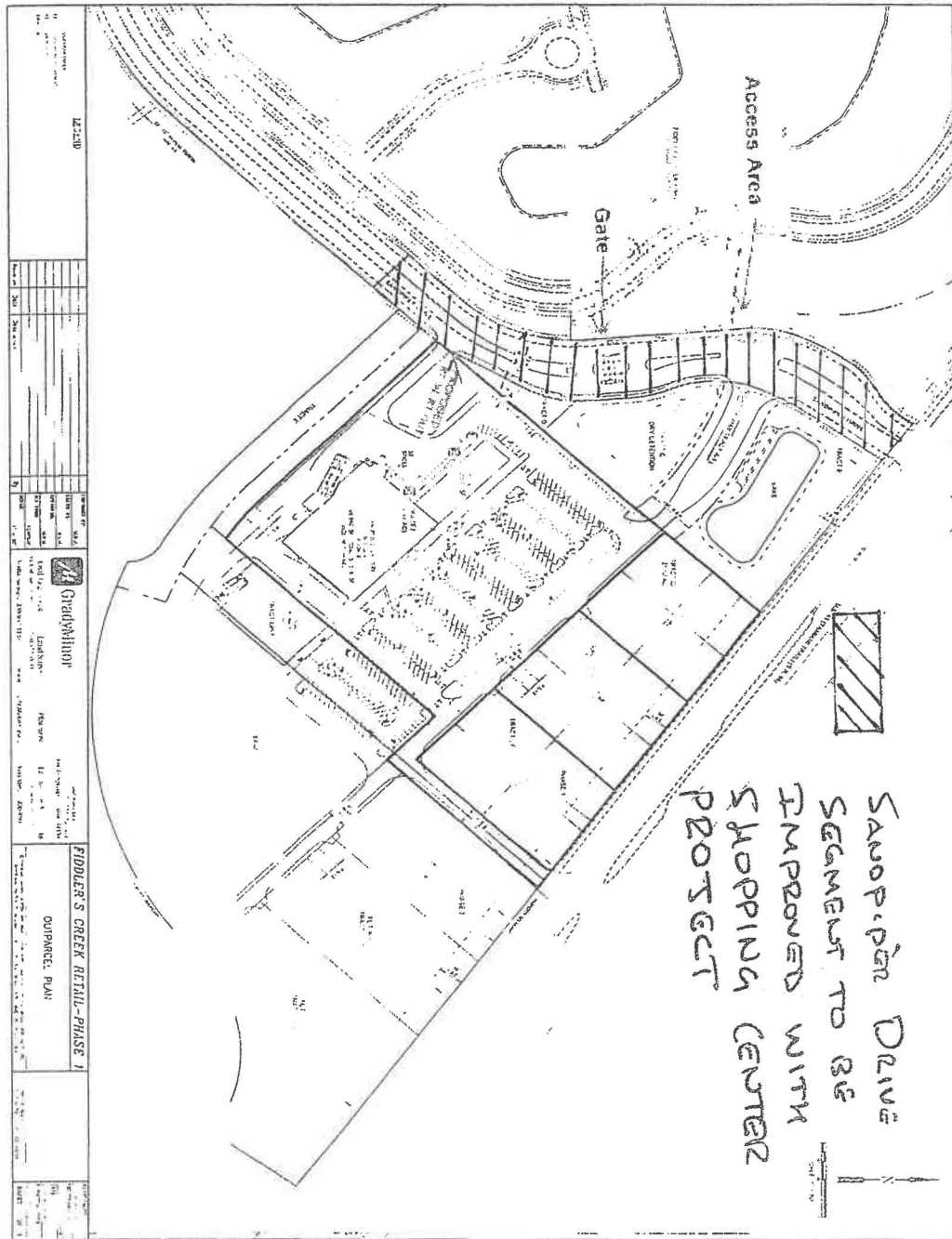
NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2

**EXHIBIT "B" (Page 1 of 2)**  
**The Access Area**

A parcel of land located in Section 13, Township 51 South, Range 26 East, Collier County, Florida, as more particularly described as follows:

That portion of Tract A as depicted on the plat entitled Fiddler's Creek Phase 5 Aviamar Unit Two recorded in Plat Book 48, Page 90, of the Public Records of Collier County, Florida

EXHIBIT 'B' (Page 2 of 2)  
Improvements



# EXHIBIT “D”

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on July 27, 2022 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to participate in the meeting at 1-888-354-0094, Participant Passcode: 709 724 7992.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Frank Weinberg	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Counsel
Valerie Lord	Foundation Representative
Jose Castillo	Fiddler’s Creek Director of Facilities
Ed Jasiiecki	Fiddler’s Creek Director of Safety
Richard Renaud	Fiddler’s Creek Safety Manager
Darryll Adams	Fiddler’s Creek General Manager
Christina Kennedy (via telephone)	SOLitude Lake Management (SOLitude)
Jessie Fritz	Resident
Jack Combs	Resident
George Varianides	Resident and Montreux Village President
Joe Vacarro	Resident
Fred Creamer	Resident
Alfred Noto	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3  
minutes per speaker)**



**FIDDLER’S CREEK CDD #1**

**July 27, 2022**

- Emailed Collier Paving to secure the Americans with Disabilities Act (ADA) mats on Runaway Lane.
- A proposal from Landshore for the lake erosion control project on Mallard’s Landing and an area in Bent Creek for Fiscal Year 2023 is being obtained. He and Mr. Parisi will determine what materials to use at the lake by the Sales Center.

Regarding the pump house work, Mr. Cole stated the plan is to replace Pump House #2 first, in August 2023. Mr. Parisi suggested involving Troon, due to its buying power.

**SEVENTH ORDER OF BUSINESS**

**Update: Status of Funding Review for Traffic Signal – US 41 and Sandpiper Drive**

Regarding responsibility and funding, Mr. Adams stated the CDD’s responsibility will commence February 15, 2024, once the project is completed. Funds were allocated to unassigned fund balance for Fiscal Year 2023. Mr. Schmitt noted the overall traffic signal cost is projected to be \$950,000. He gave a breakdown of funding from each contributor.

Discussion ensued about the contribution figures and the belief that the Interlocal Agreement with CDD #2 stated that CDD #1 is responsible for 50% of the total net obligation.

**On MOTION by Mr. Schmitt and seconded by Mr. Slater, with all in favor, budgeting no more than \$352,000 in the Fiscal Year 2023 budget for the Traffic Signal, was approved.**

**EIGHTH ORDER OF BUSINESS**

**Consideration of Lykins Signtek, Inc., Quote 93446 to Refinish and Reinstall Towers Adjacent to Fiddler’s Creek Parkway**

Mr. Slater presented the revised quote and asked Mr. Parisi to split the cost with the CDD, since The Foundation’s original design will be used. Mrs. Adams noted the \$58,440 updated quote was distributed in the meeting. Mr. Parisi offered to consider it.

Discussion of whether to change the appearance, having the Arborist inspect the sparse-growing bougainvillea and the project timeline ensued. A letter will be sent asking The Foundation to consider a 50/50 split.

# EXHIBIT “E”

26 EIM  
October 17, 2022

Via Email to [robert.slater@fiddlerscreekcdd1.net](mailto:robert.slater@fiddlerscreekcdd1.net)

Mr. Robert Slater,  
Chairman for Fiddler's Creek  
Community Development District 1  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Re: Notice of Anticipatory Breach by Fiddler's Creek Community Development District 1 ("CDD1") of *Interlocal Agreement [Traffic Signal Cost Sharing]* dated August 28, 2013 ("Interlocal Agreement") between CDD1 and Fiddler's Creek Community Development District 2 ("CDD2")**

Dear Bob:

CDD2 has recently become aware that CDD1's proposed 2023 budget includes a \$200,000 credit to be deducted from the total, gross cost of the traffic light (the "Traffic Light") to be constructed at the Route 41 entrance to the Fiddler's Creek community (the "Community"). In so doing, CDD1 has presumed that its obligation toward the construction cost of the Traffic Light will be reduced by \$100,000. CDD1's presumption, however, is incorrect.

In 2020, CDD2 entered into two (2) contracts related to the development of the Publix shopping center on Route 41 and the construction of certain access therefrom to the Community. Pursuant to those contracts – the *District Traffic Signal Agreement* dated January 29, 2020 ("Signal Agreement") and the *Access Agreement [Plaza 1/CDD#2]* dated January 29, 2020 ("Access Agreement") – CDD2 undertook certain obligations to Halvorsen Holdings, LLC ("Halvorsen"), a private retail development company, and, in consideration for the same, Halvorsen will pay \$200,000 ("Halvorsen Payment") to CDD2. Conversely, CDD1 has no obligation under either the Signal or Access Agreements, and is not the intended recipient of the Halvorsen Payment, or any part of the same.

Pursuant to the Interlocal Agreement, CDD1 is obligated to pay one-half of the total, gross cost of the construction of the Traffic Light. Contrary to CDD1's presumption evidenced in its 2023 budget, CDD1 is not entitled to credit any portion of the Halvorsen Payment towards its obligation. Accordingly, CDD1's attempt to apply a \$100,000 credit (representing ½ of the Halvorsen Payment to CDD2) to lessen its construction cost is in direct contravention of its unambiguous obligation under the Interlocal Agreement.

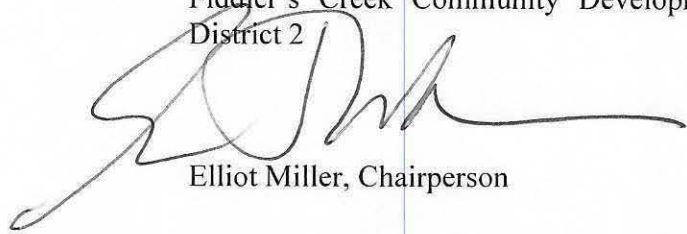
In light of the foregoing, CDD2 hereby demands that CDD1 acknowledge its unequivocal obligation to fulfill its payment obligations under the Interlocal Agreement without the benefit of any share in the Halvorsen Payment. Should CDD1 fail and refuse to provide written confirmation of this acknowledgment, CDD2 will consider CDD1 to have anticipatorily breached the Interlocal Agreement. In such event, please be advised that CDD2 intends to avail itself of any and all available legal and equitable remedies.

Mr. Robert Slater,  
CDD1 Chairman  
October 17, 2022  
Page 2

PLEASE GOVERN YOURSELF ACCORDINGLY.

Respectfully,

Fiddler's Creek Community Development  
District 2

A handwritten signature in black ink, appearing to read 'E. Miller', written over the text 'Fiddler's Creek Community Development District 2'.

Elliot Miller, Chairperson

TOBIN & REYES, P.A.

MIZNER PARK OFFICE TOWER • 225 N. E. MIZNER BOULEVARD • SUITE 510 • BOCA RATON, FLORIDA • 33432

# EXHIBIT “F”

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on December 14, 2022 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to participate in the meeting at 1-888-354-0094, Participant Passcode: 709 724 7992.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt (via telephone)	Vice Chair
Frank Weinberg	Assistant Secretary
*Torben Christensen	* Holding over until successors appointed
*Joseph Badessa	* Holding over until successors appointed

**Also present were:**

Chuck Adams (via telephone)	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole (via telephone)	District Engineer
Joe Parisi	Developer General Manager
Ron Albeit	Foundation General Manager
Ed Jasiocki	Fiddler’s Creek Director of Safety
Jody Benet	Fiddler’s Creek Irrigation Manager
Paul Dougherty	SOLitude Lake Management - Project Mgr.
Mark Grimes	GulfScapes Landscape Management
Mike Barrow	GulfScapes Landscape Management
Ryan Fantasia	Duval Landscape Maintenance
Fred Creamer	Resident/Cherry Oaks HOA Board Member
George Varianides	Resident
Jane Rudy	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. Supervisors Slater and Weinberg and holdover Supervisors Christensen and Badessa were present. Supervisor Schmitt was not present at roll call.

- Trebilcock Consulting Solutions resubmitted its response and 90% plans to the Florida Department of Transportation (FDOT) for the traffic signal on Sandpiper Drive. The FDOT’s review of the 90% plans is expected any day.
- A meeting was held Monday to discuss the bid package to replace Irrigation Pump House #2. The hope is to award the project no later than March 2023. A proposal to repair the doors and screens for the exhaust fan is being obtained.

Resident Jane Rudy asked who is responsible for sidewalk repairs on Mulberry Lane. Mr. Slater stated it is the homeowner’s responsibility.

**TWELFTH ORDER OF BUSINESS**

**Discussion: Notice of Anticipatory Breach of Interlocal Agreement with Fiddler’s Creek CDD #2 [Traffic Signal Cost Sharing]**

Mr. Slater asked for comments on the letter from Fiddler’s Creek CDD #2. A Board Member opined that this is a non-issue and questioned how there can be a breach when there is no invoice or documentation of the total cost. Mrs. Adams was asked to resend the Interlocal Agreement to the Board. Mr. Slater asked for this item to be on the next agenda.

**THIRTEENTH ORDER OF BUSINESS**

**Consideration of Non-Disturbance and Encroachment Agreement**

Mrs. Adams stated this request will require executing a Non-Disturbance and Encroachment Agreement between resident Jeff Kelley and the CDD. Mr. Cole stated he reviewed the information. His emailed response indicating that he has no objections to the proposed encroachment was distributed. Mr. Pires suggested and the Board agreed to have Mr. Cole’s November 15, 2022 email included in the minutes and for the resident to pay the recording fee and provide a clean copy of the backup material.

**On MOTION by Mr. Slater and seconded by Mr. Badessa, with all in favor, resident Jeff Kelley’s encroachment request for pool and generator equipment on CDD property, subject to DRC approval and the criteria set forth by Mr. Cole requiring execution of a Non-disturbance and Encroachment Agreement, authorizing the District Manager, District Engineer and District Counsel to prepare the Non-Disturbance and Encroachment Agreement, and authorizing the Chair to execute, was approved.**

# EXHIBIT “G”



**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on January 25, 2023 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to participate in the meeting at 1-888-354-0094, Participant Passcode: 709 724 7992.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Frank Weinberg	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Ron Albeit	Foundation General Manager
Ed Jasiocki	Fiddler’s Creek Director of Safety
Mason Maher	SOLitude Lake Mangmnt – Field Ops Mgr.
Mike Barrow	GulfScapes Landscape Management
Shannon Benedetti	Resident/Landscape Advisory Committee
Dorothy Hirsch	Resident
Al Noto	Resident
John Nuzzo	Fiddler’s Creek CDD #2 Board Member
Elliot Miller	Fiddler’s Creek CDD #2 Board Member

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3  
minutes per speaker)**

Discussion ensued regarding this being a shared expense with CDD #2 and completion of the project expected within 18 months.

Mr. Cole responded to questions regarding obtaining proposals for lake bank erosion repairs at Mallard and Runway Lane Creek, inspecting valley gutters on Mulberry, inspecting the sidewalks on Championship Drive with significant cracks and including those in a proposal and changing the sidewalk inspection from annual to bi-annual.

**EIGHTH ORDER OF BUSINESS**

**Continued Discussion: Notice of Anticipatory Breach of Interlocal Agreement with Fiddler’s Creek CDD #2 [Traffic Signal Cost Sharing]**

Mr. Adams stated CDD #1 has not been invoiced. He recalled that the Board assigned fund balance each year to pay CDD #1’s portion of the project, which totals \$352,000 to date and is likely underfunded. Whether to respond to the letter from CDD #2, Mr. Adams voiced his opinion that it is not necessary and stated he will provide the steps taken by CDD #1 to fund the project and resend the Interlocal Agreement to the Board.

This item will be removed from future agendas.

CDD #2 Board Member John Nuzzo asked for clarification that the CDD #1 Board is not against paying its full share of the cost and is not looking to split the cost. He was advised to review the minutes. When asked for CDD #1’s position, Mr. Slater stated the Board does not have a formal position; CDD #1 will respond once an invoice is received.

Discussion ensued regarding CDD #1 not responding to the CDD #2 letter and CDD #1’s position to take \$100,000 of the money CDD #2 will receive from Halverson.

CDD #2 Board Member Elliot Miller asked about Mr. Cole’s earlier comment about the project going into 2024 and the budget and stated that, if CDD #1 breaches the Interlocal Agreement, CDD #2 will deal with it then.

**NINTH ORDER OF BUSINESS**

**Discussion: Temporary Construction Site Fiddler’s Creek Parkway and Sandpiper**

This item was discussed during the Sixth Order of Business.

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**14**



**LOAN EXPENSE SUMMARY  
FOR LOAN RELATED EXPENSES PAID AT CLOSING**

BANK: FIRST HORIZON BANK, a Tennessee banking corporation  
BORROWER: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district of the State of Florida  
DATE OF CLOSING: March \_\_\_\_, 2023  
AMOUNT OF LOAN: \$500,000.00  
LOAN EXPENSES:

Bank Legal Counsel Fees – Dentons Cohen & Grigsby P.C.	\$3,500.00
UCC Lien Search – Dentons Cohen & Grigsby P.C.	150.00
File UCC – State of Florida	40.00
Loan Renewal Fee	<u>1,250.00</u>
 TOTAL EXPENSES	 \$4,940.00

The undersigned hereby certify that they have carefully reviewed the settlement statement form, and they approve and agree to the payment of all fees, costs, expenses and disbursement as reflected on the settlement statement form to be paid on their behalf. We further certify that we have received a copy of the settlement statement.

**FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1,**  
a community development district of the State of Florida

\_\_\_\_\_  
By: Robert Slater, as Chairman of  
Board of Supervisors

\_\_\_\_\_  
By: Chelsey E. Adams, Jr., as District Manager  
and Secretary

**ACKNOWLEDGMENT OF NON-REPRESENTATION**

LENDER: FIRST HORIZON BANK, a Tennessee banking corporation

BORROWER: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district of the State of Florida

LOAN AMOUNT: \$500,000.00 – renewal loan

CLOSING DATE March \_\_\_\_, 2023

**THE UNDERSIGNED** acknowledges, understands and agrees that in connection with the above-referenced Loan, Douglas L. Waldorf, Esq., of Dentons Cohen & Grigsby P.C. represents only the interests of Lender and does not, in any capacity, represent the above Borrower.

Said attorney has not provided legal advice to Borrower of this loan. Borrower retained its own legal counsel in this regard.

**BORROWER:** **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1,**  
a community development district of the State of Florida

\_\_\_\_\_  
By: Robert Slater, as Chairman of Board of Supervisors

\_\_\_\_\_  
By: Chelsey E. Adams, Jr., as District Manager and Secretary

## COMPLIANCE AGREEMENT

**BANK'S NAME AND ADDRESS:** FIRST HORIZON BANK, a Tennessee banking corporation  
2150 Goodlette Road North  
Naples, FL 34102

**BORROWERS' NAMES:** FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1, a community  
development district of the State of Florida

**BORROWERS' MAILING ADDRESS:** 2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

**LOAN AMOUNT:** \$500,000.00

**EFFECTIVE DATE:** March \_\_\_\_, 2023

Borrower, in consideration of Lender (which term shall include Lender's successors and assigns) closing a loan (hereafter referred to as the "**LOAN**") in the amount described above for the benefit and account of Borrower, covenants and agrees that if at any time Lender discovers any error and/or omission in any document or instrument executed by Borrower in connection with the Loan, then Borrower, shall execute properly and deliver promptly to Lender any document or instrument that Lender deems necessary or reasonably required to correct such error(s) and/or omission(s) including, but not limited to, any errors or omissions in any document or instrument executed by Borrower, or which should have been executed by Borrower, in connection with the Loan which Lender deems necessary to cause the Loan, as documented, to comply in all material respects with the terms and conditions of any applicable commitment letter, term sheet or Lender internal approval authorization documents. Borrower understands that in order to correct an error and/or omission in the promissory note (hereafter referred to as the "**NOTE**") which evidences the Loan and/or the security agreement (hereafter referred to collectively as "**SECURITY INSTRUMENT**") which secures the Note, and/or any other document or documents executed by Borrower in connection with the Loan (hereafter referred to individually as a "**LOAN DOCUMENT**" and collectively as the "**LOAN DOCUMENTS**"), it may be necessary for the Borrower to execute a "new", "corrected" or "replacement" Note and/or Security Instrument and/or Loan Document or Loan Documents, and Borrower hereby agrees to execute properly, and to cause any third party thereat to execute properly, and to deliver promptly to Lender such "new" Note and/or Security Instrument and/or Loan Document or Loan Documents.

Borrower also covenants and agrees: (1) that the terms of this Compliance Agreement constitute an additional covenant of the Note and Security Instrument; (2) that in the event Borrower does not execute properly and deliver promptly to Lender any and all of the documents referred to above and take such further action as Lender may deem necessary or desirable within ten (10) days after Borrower's receipt of Lender's request for same, then Lender may, in its sole discretion, deem Borrower's failure to comply timely with Lender's request as a default under the terms and conditions of the Note and Security Instrument and applicable Loan Document and Lender may then proceed to enforce its rights under the Note and Security Instrument and applicable Loan Document, which enforcement may include acceleration of all sums due under the Note and, in the event such sums are not promptly paid, foreclosure of the Security Instrument that encumbers the collateral described therein; and (3) that time is of the essence with respect to Borrower's obligations hereunder.

It is not necessary for Bank to inquire into the powers of any of the officers, directors, partners, member, or other agents acting or purporting to act on the entity's behalf, and any obligations made

or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Borrower has signed, sealed and delivered, this Compliance Agreement on the date first written above.

**BORROWER:**

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1,**  
a community development district of the State of  
Florida

---

By: Robert Slater, as Chairman of  
Board of Supervisors

---

By: Chelsey E. Adams, Jr., as District Manager  
and Secretary



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON Douglas L. Waldorf, Esq. (239) 390-1900
B. Email Address <a href="mailto:douglas.waldorf@dentons.com">douglas.waldorf@dentons.com</a>
C. SEND ACKNOWLEDGEMENT TO: Name Douglas L. Waldorf, Esq.  Address Dentons Cohen & Grigsby P.C.  Address Mercato Suite 6200   9110 Strada Place  City/State/Zip Naples, Florida 34108-2938

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

**1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names**

1.a ORGANIZATION'S NAME FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1.c MAILING ADDRESS Line One 2300 Glades Road		This space not available.		
Suite 410W	CITY Boca Raton	STATE FL	POSTAL CODE 33431	COUNTRY USA

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names**

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)**

3.a ORGANIZATION'S NAME FIRST HORIZON BANK				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3.c MAILING ADDRESS Line One 2150 Goodlette Road North		This space not available.		
MAILING ADDRESS Line Two	CITY Naples	STATE FL	POSTAL CODE 34102	COUNTRY

**4. This FINANCING STATEMENT covers the following collateral:**

AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

5. ALTERNATE DESIGNATION (if applicable)  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  
 AG LIEN  NON-UCC FILING  SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

## EXHIBIT "A" TO UCC-1

(1) all of Debtor's non-ad valorem regular or special assessments now existing or hereafter levied ("Assessments"); and,

(2) all liens and claims of lien now or hereafter filed or recorded by Debtor for any unpaid Assessments referenced in section (1) above, without limitation, the right to record a lien or foreclose such lien for the failure to pay the same; and,

(3) all accounts and general intangibles (including payment intangibles) now existing or hereafter arising to the extent related solely to the Assessments referenced in section (1) above; and,

(4) any deposit account of Debtor held with Creditor but only to the extent solely related to deposit payments of from the assessment referenced in section (1) above; and,

(5) all of the receivables, proceeds and products of the foregoing.

## COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Collateral Assignment and Security Agreement (the "Security Agreement"), made March \_\_\_\_\_, 2023, by FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1, a community development district of the State of Florida ("Borrower") to FIRST HORIZON BANK, a Tennessee banking corporation, as successor in interest to IberiaBank ("Bank").

### W I T N E S S E T H:

WHEREAS, Bank has agreed to renew a loan to Borrower in the amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) (the "Loan") and

WHEREAS, as a condition to granting the Loan, Bank has required Borrower to execute and deliver this Security Agreement.

NOW, THEREFORE, in consideration of the Loan, Borrower hereby covenants, agrees, warrants, represents, assigns, sets over and transfers as set forth herein:

1. COLLATERAL. The items which shall be the subject of this Security Agreement, and which are referred to as "Collateral" are as follows:

The Loan shall be secured by a first priority lien on the following collateral:

(a) all of Borrower's non-ad valorem regular or special assessments now existing or hereafter levied ("Assessments"); and,

(b) all liens and claims of lien now or hereafter filed or recorded by Borrower for any unpaid Assessments referenced in section (1) above, without limitation, the right to record a lien or foreclose such lien for the failure to pay the same; and,

(c) all accounts and general intangibles (including payment intangibles) now existing or hereafter arising to the extent related solely to the Assessments referenced in section (1) above; and,

(d) any deposit account of Borrower held with Creditor but only to the extent solely related to deposit payments of from the Assessments referenced in section (1) above; and,

(e) all of the receivables, proceeds and products of the foregoing.

All of the foregoing may hereafter collectively be referred to as the "Collateral".

2. ASSIGNMENT AND SECURITY INTEREST. Borrower hereby assigns, transfers and sets over unto Bank and grants Bank a security interest in all of its right, title and interest in and to the Collateral and all rights and benefits therefrom as security for the full, timely and faithful repayment by the Borrower of the Loan and performance by Borrower of all of its obligations under the Loan Documents which shall include the promissory note of even date herewith executed by Borrower and delivered to Bank. Borrower covenants and warrants that it has or will budget from the regular maintenance reserve and assessment of each member of Borrower such amounts as are required to repay the Loan or, in the alternative, will levy and use commercially reasonable efforts to collect such special or emergency assessment as is required to repay the Loan. For purposes hereof, the term "Loan Documents" means documents and instruments executed and delivered by either or both of the parties in order to document the Loan.

3. BORROWER'S RIGHTS TO USE COLLATERAL. Until the occurrence of a Default (as hereafter defined) in this Security Agreement or under any of the Loan Documents and the expiration of any applicable notice and/or cure periods, Borrower may retain, use and enjoy the benefits of the Collateral.

4. BORROWER TO PERFORM OBLIGATIONS. Borrower agrees to faithfully observe and perform all of the obligations and agreements imposed upon it under its Articles of Incorporation, Bylaws, and other governing documents for Borrower, as such have been amended from time to time (collectively, "Governing Documents") and to levy and use commercially reasonable efforts to collect all assessments necessary to repay the Loan. From and after the date hereof, Borrower will submit any material alterations or amendments to its assessment rights under its Governing Documents to the Bank for approval by Bank which approval will not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, Bank shall be deemed to have approved any such alteration or amendment if Bank should fail to respond within thirty (30) days from the date said proposed alteration or amendment is delivered to Bank. Borrower agrees to make and use commercially reasonable efforts to collect all assessments which are necessary for the prompt payment of the Loan. Borrower's agreement to make and use commercially reasonable efforts to levy or to collect all assessments may be enforced by a suit for specific performance in addition to any other remedies available under Florida law.

5. BANK ASSUMES NO DUTY. Bank will not be deemed in any manner to have assumed any duties or obligations under Borrower's Governing Documents. Borrower agrees to indemnify and to hold Bank harmless of and from any liability, loss or damages which Bank may or might incur by reason of any claims or demands against Bank based on its alleged assumption of Borrower's duty and obligation to perform and discharge its duties under its Governing Documents.

6. REMEDIES. Borrower's failure to pay any sums due hereunder within five (5) days of the due date of same, and Borrower's failure to comply with any other non-monetary requirements hereof within five (5) days of the due date of same shall be a default ("Default"). After the occurrence of a Default and applicable notice and opportunity to cure as provided for in the Loan Agreement between Borrower and Bank of even date herewith, and to the extent allowed by applicable law, Bank may elect to exercise any and all of its legal and equitable remedies, and all of Borrower's rights and remedies under the Governing Documents as to the Collateral, without any interference or objection from Borrower, and Borrower shall cooperate in causing its Members to comply with this Security Agreement. Bank's remedies may, at its option, include an action for specific performance.

7. COSTS AND EXPENSES. All of the foregoing powers herein granted Bank shall be liberally construed. Bank need not expend its own funds in the exercise of such power, but if it does, such amounts (to the extent the same were reasonably incurred) shall be considered as advances for and on behalf of Borrower secured by this Assignment and also secured by the Note and other Loan Documents. Any amounts so advanced, including costs and attorney fees, shall bear interest at the then current rate prescribed in the Note.

8. LIST. In the event of a Default, Borrower shall, upon request of Bank, furnish Bank a complete list of all Members and their addresses.

9. NON-WAIVER. Any failure on the part of the Bank promptly to exercise any option hereby given or reserved shall not prevent the exercise of any such option at any time thereafter. Bank may pursue and enforce any remedy of remedies accorded it herein independently or, in conjunction or concurrently with, or subsequent to its pursuit and enforcement of any remedy or remedies which it may have under the Note.

10. BORROWER'S WARRANTIES AND AGREEMENT NOT TO FURTHER ENCUMBER.

Borrower warrants and represents:

- (a) That it has the right to execute and deliver this Security Agreement.
- (b) That it has made no prior assignments of the Collateral that are still outstanding;
- (c) To Borrower's actual knowledge, that all rights of Borrower in the Collateral are in full force and effect on the date hereof, subject to no defenses or counterclaims whatsoever; and
- (d) To Borrower's actual knowledge, there exists no event, condition or occurrence which constitutes, or which with notice or the passage of time or both would constitute, a breach of or default under any terms or conditions of any of the Collateral. Borrower also hereby covenants and agrees not to do any act which would destroy or impair the security to the Bank of this Security Agreement.
- (e) Borrower further specifically agrees not to further encumber the Collateral.

11. LAW GOVERNING/SEVERABILITY. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida exclusive of choice of law rules. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Security Agreement shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Security Agreement. This Security Agreement may be signed in counterpart.

12. NOTICE. Notices required hereunder shall be given to the parties as required under the Loan Agreement of even date herewith and to the addresses as follows:

- To Borrower: FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1  
Attn: Robert Slater, Chairman  
2300 Glades Road, Suite 401W  
Boca Raton, FL 33431
- To Bank: FIRST HORIZON BANK  
Attn: Ryan S. Ulrich, Vice President  
2150 Goodlette Road North  
Naples, FL 34102

or to such other address specified in writing by one party to the other in accordance herewith.

13. Waiver of Jury Trial. In the event that the foregoing binding arbitration provision is deemed unenforceable, and thus Bank and Borrower are required to litigate in court, Bank and Borrower hereby waive the right to any jury trial in any action or proceeding between the parties, whether arising out of or relating to this Agreement brought by either party against the other.

IN WITNESS WHEREOF, Borrower has caused this Collateral Assignment and Security Agreement to be executed effective as of March \_\_\_\_, 2023.

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_

FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1, a community  
development district of the State of Florida

By: \_\_\_\_\_  
Robert Slater, as Chairman of the  
Board of Supervisors

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_

By: \_\_\_\_\_  
Chelsey E. Adams, Jr., as District Manager  
and Secretary

\_\_\_\_\_  
Witness

Print Name \_\_\_\_\_

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**14A**



## RENEWAL REVOLVING CREDIT NOTE

\$500,000.000

March \_\_\_\_, 2023

ON OR BEFORE March \_\_\_\_, 2024 (the "Termination Date"), the undersigned, **FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**, a community development district of the State of Florida ("Maker"), promises to pay to the order of **FIRST HORIZON BANK, a Tennessee banking corporation**, as successor in interest to IberiaBank, having a place of business in Collier County, Florida ("Bank"), the principal sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), value received, together with interest from date until maturity, upon disbursed and unpaid principal balances. This Note renews that certain Business Line of Credit Agreement and Disclosure dated October 26, 2020.

Disbursements under this Note are subject to the provisions hereof and of that certain Amended and Restated Revolving Loan Agreement, dated of even date, among the Maker, the Bank and certain guarantors therein mentioned and described, as said agreement may be amended, modified, or restated from time to time (the "Loan Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

This Note shall be payable and bear interest at the rate as set forth in the Loan Agreement, the terms of which are incorporated herein by reference.

Any amounts not paid when due hereunder (whether by acceleration or otherwise) shall bear interest after maturity at the Default Rate.

For any payment which is not made within ten (10) days of the due date for such payment, the Maker shall pay a late fee. The late fee shall equal five percent (5%) of the unpaid portion of the past-due payment.

This Note is secured by the Security Documents and may now or hereafter be secured by other mortgages, trust deeds, assignments, security agreements, or other instruments of pledge or hypothecation.

All installments of interest, and the principal hereof, are payable at the office of **FIRST HORIZON BANK, a Tennessee banking corporation**, 2150 Goodlette Road North, Naples, FL 34102, or at such other place as the holder may designate in writing, in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

If the Maker shall fail to make payment of any installment of principal or interest, when due or upon any default in the terms and provisions of any of the Security Documents, or upon any default in any other mortgage, trust deed, security agreement, or other instrument of pledge or hypothecation which now or hereafter secures the payment of the indebtedness evidenced hereby, or upon the occurrence of any Event of Default under the Loan Agreement, or upon the dissolution



of Maker or upon any default in the payment or performance of any other indebtedness, liability or obligation now or hereafter owed by the Maker to the holder hereof, and following any applicable cure period, then and in any such event, the entire unpaid principal balance of the indebtedness evidenced hereby, together with all interest then accrued, shall, at the absolute option of the holder hereof, at once become due and payable, without demand or notice, the same being expressly waived and Bank may exercise any right, power or remedy permitted by law or equity, or as set forth herein or in the Loan Agreement or any other Loan Document.

If this Note is placed in the hands of an attorney for collection, by suit or otherwise, or to protect the security for its payment, or to enforce its collection, or to represent the rights of the Bank in connection with any loan documentation executed in connection herewith, or to defend successfully against any claim, cause of action or suit brought by the Maker against the Bank, the Maker shall pay on demand all costs of collection and litigation (including court costs), together with a reasonable attorney's fee. These include, but are not limited to, the Bank's reasonable attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction) and appeals.

To the extent permitted by applicable law, the Bank reserves a right of setoff in all the Maker's accounts with the Bank (whether checking, savings, or some other account). This includes all accounts the Maker may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. The Maker authorizes the Bank, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at the Bank's option, to administratively freeze all such accounts to allow the Bank to protect the Bank's charge and setoff rights provided in this paragraph.

The undersigned agrees to furnish a current financial statement as provided for in the Loan Agreement or upon the request of the Bank from time to time, and further agrees to execute and deliver all other instruments and take such other actions as the Bank may from time to time reasonably request in order to carry out the provisions and intent hereof.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each business entity that opens an account or obtains a loan. What this means to Maker: When Maker opens an account, or obtains a loan, the Bank will ask for Federal Tax Identification Number, physical street address, full legal name of the Maker and other information that will allow the Bank to identify Maker. The Bank may also ask Maker to provide copies of certain documents that will aid in confirming this information. Failure to provide the required information will result in a violation of Federal law and will constitute a default hereunder.

The Maker and any endorsers or guarantors hereof waive protest, demand, presentment, and notice of dishonor, and agree that this Note may be extended, in whole or in part, without limit as to the number of such extensions or the period or periods thereof, without notice to them and without affecting their liability thereon. Maker agrees that borrowers, endorsers, guarantors and sureties may be added or released without notice and without affecting Maker's liability hereunder. The liability of Maker shall not be affected by the failure of Bank to perfect or otherwise obtain or

maintain the priority or validity of any security interest in any collateral. The liability of Maker shall be absolute and unconditional and without regard to the liability of any other party hereto.

It is the intention of the Bank and the Maker to comply strictly with applicable usury laws; and, accordingly, in no event and upon no contingency shall the holder hereof ever be entitled to receive, collect, or apply as interest any interest, fees, charges or other payments equivalent to interest, in excess of the maximum effective contract rate which the Bank may lawfully charge under applicable statutes and laws from time to time in effect; and in the event that the holder hereof ever receives, collects, or applies as interest any such excess, such amount which, but for this provision, would be excessive interest, shall be applied to the reduction of the principal amount of the indebtedness hereby evidenced; and if the principal amount of the indebtedness evidenced hereby, all lawful interest thereon and all lawful fees and charges in connection therewith, are paid in full, any remaining excess shall forthwith be paid to the Maker, or other party lawfully entitled thereto. All interest paid or agreed to be paid by the Maker shall, to the maximum extent permitted under applicable law, be amortized, prorated, allocated and spread throughout the full period until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. Any provision hereof, or of any other agreement between the holder hereof and the Maker, that operates to bind, obligate, or compel the Maker to pay interest in excess of such maximum effective contract rate shall be construed to require the payment of the maximum rate only. The provisions of this paragraph shall be given precedence over any other provision contained herein or in any other agreement between the holder hereof and the Maker that is in conflict with the provisions of this paragraph.

This Note shall be governed and construed according to the statutes and laws of the State of Florida from time to time in effect, except to the extent that applicable federal law, Chapter 658, Florida Statutes, and Section 687.12, Florida Statutes, may permit the charging of a higher rate of interest than Chapter 687, Florida Statutes, in which event such applicable federal law and/or Florida statutes, as amended and supplemented from time to time shall govern and control the maximum rate of interest permitted to be charged hereunder; it being intended that, as to the maximum rate of interest which may be charged, received, and collected hereunder, those applicable statutes and laws, whether state or federal, from time to time in effect, which permit the charging of a higher rate of interest, shall govern and control; provided, always, however, that in no event and under no circumstances shall the Maker be liable for the payment of interest in excess of the maximum rate permitted by such applicable law, from time to time in effect.

This Note evidences a revolving line of credit. Advances under this Note may be requested either orally or in writing by the Maker or by an authorized person. The Bank may, but need not, require that all oral requests be confirmed in writing. All communications, instructions, or directions by telephone or otherwise to the Bank are to be directed to the Bank at the Bank's address. No advances shall be made after the Termination Date. The Maker agrees to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person, or (b) credited to any of the Maker's accounts with the Bank. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by the Bank's internal records, including daily computer print-outs. The Bank will have no obligation to advance funds under this Note if: (a) the Maker or any guarantor is in default under the terms of this Note or any agreement that the Maker or any guarantor has with the Bank, including any agreement made in

connection with the signing of this Note; (b) the Maker or any guarantor ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with the Bank; or (d) the Maker has applied funds provided pursuant to this Note for purposes other than those authorized by the Bank.

Bank is hereby authorized to disclose any financial or other information about Maker to any regulatory body or agency having jurisdiction over Bank and to any present, future or prospective participant or successor in interest in any loan or other financial accommodation made by Bank to Maker. The information provided may include, without limitation, amounts, terms, balances, payment history, return item history and any financial or other information about Maker. However, subject to applicable law, Bank shall use reasonable efforts to protect the confidentiality of the terms and conditions of the Loan in all other respects.

The invalidity or unenforceability of any one or more provisions of this Note shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

The covenants, conditions, waivers, releases and agreements contained in this Note shall bind, and the benefits thereof shall inure to, the parties hereto and their respective heirs, executors, administrators, successors and assigns; provided, however, that this Note cannot be assigned by Maker without the prior written consent of Bank, and any such assignment or attempted assignment by Maker without consent shall be void and of no effect with respect to Bank.

Bank may from time to time sell or assign, in whole or in part, or grant participations in, the Loan, this Note and/or the obligations evidenced thereby. The holder of any such sale, assignment or participation, if the applicable agreement between Bank and such holder so provides, shall be: (a) entitled to all of the rights, obligations and benefits of Bank; and (b) deemed to hold and may exercise the rights of setoff or banker's lien with respect to any and all obligations of such holder to Maker, in each case as fully as though Maker were directly indebted to such holder. Bank may in its discretion give notice to Maker of such sale, assignment or participation; however, the failure to give such notice shall not affect any of Bank's or such holder's rights hereunder.

Maker irrevocably appoints itself (if an individual) and each and every member and/or officer of Maker (if an entity) as its attorneys upon whom may be served, by certified mail at the address set forth in the Loan Agreement, or such other address as may be directed by Maker, in writing, any notice, process or pleading in any action or proceeding against it arising out of or in connection with this Note or any other Loan Document; and Maker hereby consents that any action or proceeding against it be commenced and maintained in any state or federal court sitting in Collier County, Florida, by service of process on any such owner, partner and/or officer; and Maker agrees that such courts of the state shall have jurisdiction with respect to the subject matter hereof and the person of Maker and all collateral securing the obligations of Maker. Maker agrees not to assert any defense to any action or proceeding initiated by Bank based upon improper venue or inconvenient forum.

**UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, MAKER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THIS NOTE OR ANY OF THE LOAN DOCUMENTS EXECUTED IN CONNECTION HERewith OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN THE MAKER AND BANK. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BANK TO MAKE THE LOAN AND ENTER INTO THIS AGREEMENT. FURTHER, THE MAKER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT OF JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF BANK, NOR BANK'S COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION OR MODIFY THIS PROVISION.**

**THIS NOTE RENEWS THAT CERTAIN BUSINESS LINE OF CREDIT AGREEMENT AND DISCLOSURE OF MAKER TO LENDER DATED OCTOBER 26, 2020 ON WHICH APPLICABLE DOCUMENTARY STAMP TAX WAS PAID OR WHICH WAS OTHERWISE EXEMPT FROM SUCH TAX. NO NEW MONEY IS ADVANCED HERewith NOR NEW MAKERS ADDED TO THIS NOTE AND THIS NOTE IS EXEMPT FROM PAYMENT OF DOCUMENTARY STAMP TAX**

**FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1,**  
a community development district of the State of Florida

By: \_\_\_\_\_  
Name: Robert Slater  
Title: Chairman of Board of Supervisors

By: \_\_\_\_\_  
Name: Chelsey E. Adams, Jr.  
Title: District Manager and Secretary

MAKER

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**14B**



## **AMENDED AND RESTATED REVOLVING LOAN AGREEMENT**

THIS REVOLVING LOAN AGREEMENT (“Loan Agreement” or “Agreement”) is made March \_\_\_\_, 2023, by and among **FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**, a community development district of the State of Florida with its principal place of business at 2300 Glades Road, Suite 401W, Boca Raton, FL 33431 (“Borrower”), **FIRST HORIZON BANK, a Tennessee banking corporation**, as successor in interest to IberiaBank, with its principal place of business at 2150 Goodlette Road North, Naples, FL 34102 (“Bank”), and this Loan Agreement amends and restates that certain Business Line of Credit Agreement and Disclosure dated October 26, 2020.

### Recitals of Fact

Borrower has requested that the Bank renew its commitment to make loans and advances and extensions of credit to it on a revolving credit basis in an amount not to exceed at any one time outstanding the principal sum of FIVE HUNDRED THOUSAND AND 00/00 DOLLARS (\$500,000.00) (“Committed Amount”). The Bank has agreed to make such loans and advances and extensions of credit on the terms and subject to the conditions herein set forth.

NOW, THEREFORE, incorporating the Recitals of Fact set forth above and in consideration of the mutual agreements herein contained, the parties agree as follows:

### Agreements

#### **SECTION ONE: DEFINITIONS AND ACCOUNTING TERMS**

For the purposes of this Loan Agreement, the following terms shall have the following meanings (such meanings to be applicable equally to both the singular and plural forms of such terms) unless the context otherwise requires:

“Assessments” means non-ad valorem regular or special assessments of Borrower derived from the levy and imposition of non-ad valorem regular or special assessments against properties within the within the Borrower’s boundaries that are benefitted by expenditure of the proceeds of the Loan and which are legally available to make the payments required hereunder.

“Authorization” shall mean that certain Authorization Re: Verbal and Electronic Banking Instructions, executed by the Borrower dated of even date, as same may be amended from time to time.

“Authorized Agent” shall be those persons as may, from time to time, be designated as an Authorized Agent from Borrower to the Bank, by written notice executed by a duly authorized officer of the Borrower.

“Bank Product Obligations” means all indebtedness, liabilities, obligations, covenants and duties of the Borrower to the Bank, of every kind, nature and description arising under or in respect of any Bank Product (including arising under or in respect of any guaranty thereof), whether direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated.

“Bank Products” means any of the following that the Bank provides to, or enters into with, the Borrower: (a) any deposit, lockbox, Cash Management Services, or other cash management arrangement; (b) any Interest Rate Swap; (c) any credit cards, purchase cards and/or debit cards; and (d) any other product, service or agreement pursuant to which the Borrower may be indebted to the Bank.

“Business Day” means a banking business day of the Bank.

“Cash Management Services” means any services provided from time to time by the Bank to Borrower in connection with the operating, collections, payroll, trust or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

“Closing Date” means the date set out in the first paragraph of this Loan Agreement.

“Contract Rate” shall mean the Index plus the Margin.

“Default” shall mean the occurrence of any event, circumstance, or condition which constitutes, or would, with the giving of notice, lapse of time, or both, constitute an Event of Default.

“Default Rate” means an interest rate (before as well as after judgment) per annum equal to the Maximum Rate.

“Event of Default” has the meaning assigned to that phrase in Section Eight.

“GAAP” shall mean generally accepted accounting principles applied on a consistent basis, maintained throughout the period involved.

“Governmental Entity” means the United States of America, any State, and/or any political subdivision, department, agency or instrumentality of any of the foregoing.

“Hazardous Substances” shall mean and include all hazardous and toxic substances, wastes and materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), and any other similar substances or materials which are included under or regulated by any local, state or federal law, rules or regulations pertaining to environmental regulation, contamination or clean-up, including, without limitation,



“CERCLA,” “RCRA” or State Lien or superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as “Environmental Laws”).

“Index” means the WSJ Journal Prime Rate (or any Successor Rate pursuant to Section 2.8) provided that the Index shall never be less than 3.00%.

“Interest Payment Date” means the earliest of (i) the \_\_\_ day of each month hereafter, commencing on the \_\_\_ day of April, 2023 provided that for any Interest Payment Date that is not a Business Day, the Interest Payment Date shall be extended to the next succeeding Business Day, (ii) in the event of any repayment or prepayment of such Loan, with respect to the principal amount repaid or prepaid, the date of such repayment or prepayment, and (iii) the Termination Date.

“Interest Rate Change Date” shall be each day during the term of the Loan.

“Loan” means the aggregate of unpaid Loan advances from time to time outstanding pursuant to the provisions of this Loan Agreement.

“Loan Agreement” means this Revolving Loan Agreement between the Borrower and the Bank, as same may be modified or amended from time to time.

“Loan Documents” means this Loan Agreement, the Note, and the Security Document, as same may be amended, modified or restated, and any other document executed in connection with the Loan.

“Local Authorities” means individually and collectively the state and local governmental authorities which govern the business and operations owned or conducted by the Borrower or any of them.

“Margin” means one half of one percent (0.50%).

“Maximum Rate” means the maximum effective variable contract rate of interest which the Bank may lawfully charge under applicable statutes and laws from time to time in effect.

“Note” means the renewal revolving credit note of the Borrower dated of even date herewith in the principal amount of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00), executed by the Borrower to the order of the Bank, which evidences the Loan, as such note may be modified, renewed or extended from time to time; and any other note or notes executed at any time to evidence the Loan in whole or in part, and any renewals, modifications or extensions thereof, in whole or in part.

“Obligations” shall mean any and all Loans, all indebtedness and obligations under the Note, any Bank Product Obligations, and all other obligations, liabilities and indebtedness of every kind, nature and description owing by Borrower to Bank and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of this Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including the payment of interest and other

amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Bank, other than Excluded Swap Obligations.

“Patriot Act” means the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), as amended.

“Person” means an individual, partnership, corporation, limited liability company, trust, unincorporated organization, association, joint venture or a government or agency or political subdivision thereof joint stock company, or non-incorporated organization, or any other entity of any kind whatsoever.

“Property” means any real property owned by Borrower.

“Security Document” shall mean any agreement pledging Assessments for the repayment of the Note as may be amended, modified or restated.

“State” means any state within the United States of America.

“Termination Date” shall mean twelve (12) months from the date hereof.

“United States” means the government of the United States of America or any department, agency, division or instrumentality thereof.

“WSJ Prime Rate” shall mean the prime rate of interest as reported in *The Wall Street Journal* published daily.

## **SECTION TWO: COMMITMENT AND FUNDING**

2.1 The Commitment. Subject to the terms and conditions herein set out, the Bank agrees and commits, from time to time, from the Closing Date until the Termination Date, to make loan advances to the Borrower for working capital purposes, all in an aggregate principal amount not to exceed, at any one time outstanding, FIVE HUNDRED THOUSAND AND 00/00 DOLLARS (\$500,000.00).

2.2 Funding the Loan; Extending Credit. Each loan advance hereunder shall be made upon request by an Authorized Agent of the Borrower which may be made by facsimile, by pdf (portable document format) or other electronic means, or verbally (promptly followed by written request by one of the foregoing means) and shall be made by depositing the same to the checking account of the Borrower in Bank, or in such other manner as the Borrower and Bank may, from time to time, agree. The Borrower agrees that the Bank shall have no liability or responsibility to identify any party who makes any verbal request or electronic submission for any of said banking transactions; but the Bank shall be fully and completely protected in acting upon any such verbal request or electronic submission made by any party who identifies himself as one of the Authorized Agents of the Borrower. Any electronic submission shall be by internet e-mail or by facsimile and shall be deemed to have been made and certified by an Authorized Agent by the applicable method as follows: (i) if the e-mail received by the Bank shows it was sent from the Authorized

Agent's e-mail address as set forth herein, or (ii) if the facsimile sent to the Bank is signed by the Authorized Agent.

### 2.3 The Note and Interest.

(a) The Note. All advances with respect to the Loan shall be evidenced by the Note. Except as otherwise set forth herein or in the Note, the entire principal amount of the Loan shall be due and payable on the Termination Date. The unpaid principal balances of the Loan shall bear interest from the Closing Date on disbursed and unpaid principal balances as provided herein. Said interest shall be payable monthly in arrears on the Interest Payment Date and at such other times as may be as provided herein and in the Note, with the final installment of interest being due and payable on the Termination Date, or on such earlier date as the Loan becomes due and payable.

(b) Interest Rate Generally The Loan shall bear interest at a rate equal to the Contract Rate for the Interest Rate Period in effect. Under no circumstances shall the interest be more than the maximum rate allowed by applicable law. The Index is not necessarily the lowest rate charged by Bank on its loans. Bank will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each Interest Rate Change Date. Each change in the interest rate shall become effective, without notice to the Borrower, on each Interest Rate Change Date following any change in the Index; provided, however, that if Index is not published on such date, the Index shall be determined by reference to the Index last published immediately preceding such date. When a range of rates has been published, the higher of the rates will be used. Borrower understands that Bank may make loans based on other rates as well.

(c) Computation of Interest. All interest hereunder shall be computed on the basis of a year of 360 days and payable for the actual number of days elapsed. In addition, interest shall be computed on a daily basis based upon the outstanding principal amount of such Loan as of the applicable date of determination.

(d) Default Interest. Upon the occurrence of an Event of Default, the Bank, at its option, may charge, and Borrower agrees to pay, interest on disbursed and unpaid principal balances at the Default Rate.

(e) Increase in Committed Amount. In the event that the Bank should at any time agree to increase the Committed Amount, the Borrower will either execute a new note for the amount of such increase, or a new note for the aggregate increased Committed Amount; and in either event, the term "Note," as used herein, shall be deemed to mean and include such new note, as the circumstances shall require.

2.4 Loan Commitment Fee. On the Closing Date, the Borrower agrees to pay to the Bank a loan commitment fee in the amount of \$1,250.00 in consideration of the Bank's agreement to make funds available to the Borrower under the terms and provisions hereof from the Closing Date until the Termination Date specified in Section One hereof. Borrower agrees that this commitment fee is fair and reasonable considering the condition of the money market, the creditworthiness of the Borrower, the interest rate to be paid, and the nature of the security for the Loan.

2.5 Prepayments. The Borrower shall be permitted from time to time to make repayments and, in accordance with the terms and provisions hereof, to obtain further extensions of credit on the Loan in accordance with its normal and usual credit needs; provided, however, that Borrower shall be permitted to prepay the Loan in conjunction with financing obtained by Borrower from another financial or lending institution only upon thirty (30) days' advance written notice to Bank.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 Index Replacement. If Bank determines (which determination shall be conclusive and binding upon all parties hereto absent manifest error) that:

(i) adequate and reasonable means do not exist for ascertaining the Index including, without limitation, because the Index is not available or published on a current basis and such circumstances are unlikely to be temporary; or

(ii) Federal Reserve, Bloomberg, Wall Street Journal or any successor administrator of the Index or a Governmental Entity having or purporting to have jurisdiction over Bank or such administrator has made a public statement identifying a specific date after which the Index shall or will no longer be representative or made available, or used for determining the interest rate of loans; *provided* that, at the time of such statement, there is no successor administrator that is satisfactory to Bank, that will continue to provide such applicable Index after such specific date;

then, Bank may amend this Agreement solely for purpose of replacing the Index with another alternate benchmark rate, which shall be the sum of an alternate benchmark rate, and a benchmark rate spread adjustment (which may be a positive or negative value or zero), selected by Bank giving due consideration to (1) any evolving or then-existing market convention for determining a rate of interest and spread adjustment, or method for calculating such spread adjustment, for the replacement for the then-current benchmark rate for U.S. dollar-denominated syndicated or bilateral credit facilities at such time, or (2) as may be necessary or appropriate in the opinion of Bank to achieve a final all-in interest rate substantially equivalent to that in effect prior to the cessation of the Index (the "Successor Rate"). Such Successor Rate will become effective at 5:00 p.m. on the fifth (5th) Business Day after the date notice of such Successor Rate is provided to the Borrower without any amendment to this Agreement or further action or consent of the Borrower.

Notwithstanding anything else herein, if at any time any Successor Rate as so determined would otherwise be less than zero, the Successor Rate will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

In connection with the implementation of a Successor Rate, Bank will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement. Whereas, "Conforming Changes" shall mean with respect to any Successor Rate, any technical, administrative or operational changes, timing and frequency of determining rates and making

payments of interest, timing of borrowing requests or prepayment or other matters as may be appropriate, in the discretion of Bank, to reflect the adoption and implementation of such Successor Rate. Any Successor Rate shall be applied in a manner consistent with market practice; *provided* that to the extent such market practice is not administratively feasible for the Bank, such Successor Rate shall be applied in a manner as otherwise reasonably determined by the Bank.

Bank does not warrant, nor accept responsibility for, the continuation of, administration of, submission of, calculation of, or any other matter related to the rates in the benchmark interest rates or indexes defined herein or with respect to any rate (including, for the avoidance of doubt, the selection of such rate and any related spread or other adjustment) that is an alternative or replacement for or successor to any such rate or index or the effect of any of the foregoing, or of any Conforming Changes.

### **SECTION THREE: REQUIRED PAYMENTS, PLACE OF PAYMENT, ETC.**

3.1 Place of Payments. All payments of principal and interest on the Loan and all payments of fees required hereunder shall be made to the Bank, at its address listed at the beginning of this Agreement in immediately available funds.

3.2 Payment on Nonbusiness Days. Whenever any payment of principal, interest or fees to be made on the indebtedness evidenced by the Note shall fall due on a Saturday, Sunday or public holiday under the laws of the State of Florida, such payment shall be made on the next succeeding Business Day.

3.3 Source of Payments. All payments of principal and interest on the Note shall be payable only from the Operations and Maintenance Account of the Borrower, which account is funded by assessments payable by owners of property in the Borrower and which assessments are collected for and paid to the Borrower by the tax collector for Collier County, Florida.

### **SECTION FOUR: CONDITIONS OF LENDING**

4.1 Conditions Precedent to Closing and Funding Initial Advance. The obligation of the Bank to fund the initial Loan advance hereunder is subject to the condition precedent that the Bank shall have received, on or before the Closing Date, all of the following in form and substance satisfactory to the Bank:

- (a) This Loan Agreement.
- (b) The Note.
- (c) The Security Document.
- (d) Certified resolutions of Borrower, and certificate(s) of good standing for Borrower, from the State of its organization and such other States as Bank shall require, together with a copy of the organizational documents of the Borrower and evidence of Borrower's approval of the Loan satisfactory to Bank in its discretion.
- (e) If required by Bank the opinion of counsel for Borrower that the transactions herein contemplated have been duly authorized by all requisite authority, that this Loan

Agreement and the other instruments and documents herein referred to have been duly authorized, validly executed and are in full force and effect, and pertaining to such other matters as the Bank may require.

- (f) A certificate from an insurance broker, satisfactory to Bank setting forth the information concerning insurance which is required by Section 6.3 of this Loan Agreement; or, if the Bank shall so require, the original insurance policies evidencing such insurance.
- (g) The Borrower shall have provided to the Bank the documentation and other information requested by the Bank in order to comply with requirements of the PATRIOT Act.
- (h) Such other information and documentation as Bank shall deem to be necessary or desirable in connection with the funding of the Loan.

4.2 Conditions Precedent to All Credit Extensions. The obligation of the Bank to extend credit or make loan advances pursuant hereto (including the initial advance at the Closing Date) shall be subject to the following additional conditions precedent:

(a) The Borrower shall have furnished to the Bank each of the items referred to in Section 4.1 hereof, all of which shall remain in full force and effect as of the date of such requested credit extension or loan advance (notwithstanding that the Bank may not have required any such item to be furnished prior to the Closing Date). In addition, Borrower shall provide to Bank, for each requested advance, a copy of the board minutes of the meeting approving the subject request, and such other documentation evidencing Borrower's approval of the request satisfactory to Bank.

(b) The Borrower shall not be in default of any of the terms and provisions hereof or of any instrument or document now or at any time hereafter evidencing or securing all or any part of the Loan indebtedness and extensions of credit. Each of the Warranties and Representations of the Borrower, as set out in Section Five hereof shall remain true and correct in all material respects as of the date of such Loan advance.

## **SECTION FIVE: REPRESENTATIONS AND WARRANTIES**

Borrower represents and warrants that:

5.1 Organization. It is a community development district, duly organized, validly existing and in good standing under the laws of the State of Florida; it has the power and authority to own its Properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

5.2 Power and Authority. The execution, delivery and performance of this Loan Agreement, the Note, the Security Document, and the other Loan Documents, executed pursuant thereto by the Borrower, have been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which Borrower is a party, or by which Borrower's Properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument,

or result in the creation or imposition of any Lien, charge or encumbrance of any nature whatsoever upon any of the Properties or assets of Borrower, except for the pledge of Assessments provided for and securing the indebtedness covered by this Loan Agreement.

5.3 Financial Condition.

(a) (i) The most recent audited financial statements of Borrower furnished to the Bank together with any explanatory notes therein referred to and attached thereto, is materially correct and complete and fairly presents the financial condition of the Borrower as of its date and the results of its operations for said periods. Such financial statements have been prepared in accordance with GAAP.

(b) There has been no material adverse change in the business, Properties or condition, financial or otherwise, of Borrower.

5.4 Title to Assets. Borrower has good and marketable title to all its Properties and assets reflected on the balance sheet referred to in Section 5.3 hereof, except for (i) such assets as have been disposed of since said date as no longer used or useful in the conduct of business, (ii) Accounts Receivable collected and properly accounted for, and (iii) items which have been amortized in accordance with GAAP applied on a consistent basis.

5.5 Litigation. There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Borrower threatened against or affecting Borrower, or any Properties or rights of Borrower which, if adversely determined, would materially and adversely affect the financial or any other condition of Borrower.

5.6 Taxes. Borrower has filed or caused to be filed all federal, state or local tax returns which are required to be filed, and has paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due, except as otherwise permitted by the provisions hereof.

5.7 Contracts or Restrictions Affecting Borrower. Borrower is not a party to any agreement or instrument or subject to any charter or other corporate restrictions adversely affecting its business, Properties or assets, operations or condition (financial or otherwise).

5.8 No Default. Borrower is not in default in the performance, observance or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument to which it is a party, which will or might materially and adversely affect the business or operations of Borrower.

5.9 Reserved.

5.10 ERISA. To the extent applicable, Borrower is in compliance with all applicable provisions of the Employees Retirement Income Security Act of 1974 (“ERISA”) and all other laws, state or federal, applicable to any employees’ retirement plan maintained or established by it.

5.11 Reserved.

5.12 Reserved.

5.13 Hazardous Substances. No Hazardous Substances are located on or have been stored, processed or disposed of on or released or discharged (including ground water contamination) from any Property owned or leased by Borrower, and no aboveground or underground storage tanks exist on such Property. No private or governmental Lien or judicial or administrative notice or action related to Hazardous Substances or other environmental matters has been filed against any Property owned or leased by Borrower or otherwise issued to or received by Borrower.

5.14 Reserved.

5.15 Compliance. To the knowledge of Borrower, Borrower is in compliance in all material respects with all applicable laws and regulations, federal, state and local (including without limitation, those relating to the extension of consumer credit and protection of consumers' interests with respect thereto and those administered by the Local Authorities), material to the conduct of its business and operations. To the knowledge of Borrower, Borrower possesses all the franchises, permits, licenses, certificates of compliance and approval and grants of authority materially necessary or required in the conduct of its business and, to the knowledge of Borrower, the same are valid, binding, enforceable and subsisting without any material defaults thereunder or materially enforceable adverse limitations thereon and are not subject to any proceedings or claims opposing the issuance, development or use thereof or contesting the validity thereof; and no approvals, waivers or consents, governmental [federal, state or local] or non-governmental, under the terms of contract or otherwise, are required by reason of or in connection with Borrower's execution and performance of the Loan Documents.

## **SECTION SIX: AFFIRMATIVE COVENANTS OF BORROWER**

Borrower covenants and agrees that from the date hereof and until payment in full of the principal of and interest on the Loan, unless the Bank shall otherwise consent in writing, such consent to be at the discretion of the Bank, Borrower will:

6.1 Business and Existence. Perform all things necessary to preserve and keep in full force and effect its existence, rights and franchises, comply with all laws applicable to it and continue to conduct and operate its business substantially as conducted and operated during the present and preceding calendar years.

6.2 Maintain Property. Maintain, preserve, and protect all franchises, and trade names and preserve all the remainder of its Property used or useful in the conduct of its business substantially as conducted and operated during the present and preceding fiscal year; preserve all the remainder of its Property used or useful in the conduct of its business and keep the same in good repair, working order and condition, and from time to time make, or cause to be made, all needed and proper repairs, renewals, replacements, betterments and improvements thereto so that the business carried on in connection therewith may be properly conducted at all times.



### 6.3 Insurance.

(a) At all times maintain in some company or companies (having a Best's rating of A:XI or better) approved by Bank:

- (i) comprehensive public liability insurance covering claims for bodily injury, death, and property damage, with minimum limits satisfactory to the Bank, but in any event not less than those amounts customarily maintained by companies in the same or substantially similar business;
- (ii) hazard insurance insuring Borrower's Property and assets against loss by fire (with extended coverage) and against such other hazards and perils (including, but not limited to, loss by windstorm, hail, explosion, riot, aircraft, smoke, vandalism, malicious mischief and vehicle damage) with minimum limits satisfactory to the Bank, but in any event not less than those amounts customarily maintained by companies in the same or substantially similar business; and
- (iii) such other insurance as the Bank may, from time to time, reasonably require by notice in writing to the Borrower.

(b) The Borrower will deliver to Bank original or duplicate policies of such insurance, or satisfactory certificates of insurance, and, as often as Bank may reasonably request, a report of a reputable insurance broker with respect to such insurance.

6.4 Obligations, Taxes and Liens. Pay all of its indebtedness and obligations promptly in accordance with normal terms and practices of its business and pay and discharge or cause to be paid and discharged promptly all taxes, assessments, and governmental charges or levies imposed upon it or upon any of its or Property before the same shall become in default, as well as all lawful claims for labor, materials, and supplies which otherwise, if unpaid, might become a Lien or charge upon such Property or any part thereof; provided, however, that the Borrower shall not be required to pay and discharge or to cause to be paid and discharged any such tax, assessment, trade payable, charge, levy or claim so long as the validity thereof shall be contested in good faith by appropriate proceedings satisfactory to Bank, and Bank shall be furnished, if Bank shall so request, bond or other security protecting it against loss in the event that such contest should be adversely determined.

6.5 Financial Reports and Other Data. Furnish to the Bank as soon as available, and in any event within nine (9) months after the end of each fiscal year of Borrower, audited year-end financial statements of Borrower certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with applicable law and generally accepted auditing standards in the United States and government auditing standards as adopted by the State of Florida including, without limitation, the Florida Board of Accountancy, and stating whether such financial statements present fairly in all material respects the financial position of the Borrower and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with generally accepted accounting principles applied on a consistent basis. Such financial statements shall include a balance sheet and statement of revenues,

expenditures and changes in fund balances, with comparative figures to the prior fiscal year end and including a comparison of actual results to budgeted projections.

6.6 Periodic Reports.

(a) Upon request by Bank, furnish to Bank an aging report for all Assessments which shall report Borrower's total assessments as of the close of business for the previous month in form reasonably satisfactory to Bank.

(b) To the extent that any of the foregoing reports are submitted electronically by internet e-mail, by facsimile, or by electronic website pursuant to procedures established by the Bank for submissions, such reports shall be deemed to have been made and certified by an Authorized Agent of the Borrower by the applicable method as follows: (i) if the e-mail received by the Bank shows it was sent from an Authorized Agent's e-mail address; (ii) if the facsimile sent to the Bank is signed by an Authorized Agent, (iii) if the Borrower completes a prescribed notice or communication on the designated intranet website and causes the report to be permanently saved on the website, once downloaded by Bank it shall be considered received by Bank, or (iv) if the Bank has sent a user name and temporary password to an Authorized Agent in order to enable the Borrower to gain access to the designated intranet website, an Authorized Agent or any person to whom an Authorized Agent has given the user name and temporary password, sets up a permanent user name and password (and if set up by an Authorized Agent, an Authorized Agent provides this information to such third party), and an Authorized Agent or such third party uses the permanent user name and password to gain access to the intranet website and thereafter makes electronic submissions to the Bank via use of this intranet website.

6.7 Right of Inspection. Except as to Borrower's records deemed confidential or exempt under Florida Law, Permit any person designated by a Bank to visit and inspect any of the Properties, books and financial reports of the Borrower and to discuss its affairs, finances and accounts with its principal officers, at all such reasonable times and as often as a Bank may reasonably request.

6.8 Books and Records. Borrower shall maintain proper books of record and account in conformity with GAAP, , in which true, correct and complete entries shall be made.

6.9 Environmental Laws. To the extent applicable to Borrower, maintain at all times all of Borrower's Property in compliance with all Environmental Laws, and immediately notify the Bank of any notice, action, Lien or other similar action alleging either the location of any Hazardous Substances or the violation of any Environmental Laws with respect to any of Borrower's Property or operations.

6.10 Notice of Default. At the time of Borrower's first knowledge or notice, furnish the Bank with written notice of the occurrence of any event or the existence of any event, circumstance, or condition which constitutes or upon notice, lapse of time, or both, would constitute an Event of Default under the terms of this Loan Agreement.

6.11 Notice of Adverse Change in Borrower or Assets. At the time of Borrower's first knowledge or notice, immediately notify the Bank of any information that may adversely affect in any material manner either (a) the assets of the Borrower, including, but not limited to, the amount

or collectability of any Accounts Receivable ; or (b) the business, financial condition, operations or prospects of the Borrower.

6.12 Litigation. Borrower will promptly notify Bank of any litigation action instituted or, to Borrower's knowledge, threatened against Borrower.

6.13 Compliance with Law.

(a) Borrower shall comply in all material respects with all local, state and federal laws and regulations applicable to its business, and all laws and regulations of the Local Authorities, and the provisions and requirements of all franchises, permits, certificates of compliance and approval issued by regulatory authorities and other like grants of authority held by the Borrower; and notify Bank immediately (and in detail) of any actual or alleged failure to comply with or perform, breach, violation or default under any such laws or regulations or under the terms of any such franchises or licenses, grants of authority the result of which would constitute a materially adverse effect on the Borrower, or the occurrence or existence of any facts or circumstances which with the passage of time, the giving of notice or otherwise could create such a breach, violation or default or could occasion the termination of any such franchises or grants of authority.

6.14 Additional Information. Furnish such other information regarding the operations, business affairs and financial condition of the Borrower as Bank may reasonably request.

6.15 Further Assurances. Borrower shall execute such further documentation as may be reasonably requested by Bank to carry out the provisions and purposes of this Loan Agreement and the other Loan Documents.

6.16 Covenant to Budget, Appropriate, Levy and Assess. Borrower hereby covenants and agrees to appropriate in its annual budget, by amendment if necessary, from Assessments lawfully available in each Fiscal Year, amounts sufficient to pay the principal and interest due on the Note in accordance with their terms during such Fiscal Year and Borrower further covenants and agrees to levy and assess such Assessments as may be necessary to repay the Loan in a timely fashion in accordance with the Loan Documents.

## **SECTION SEVEN: NEGATIVE COVENANTS OF BORROWER**

Borrower covenants and agrees that at all times from and after the Closing Date, unless the Bank shall otherwise consent in writing, such consent to be at the discretion of the Bank, it will not, either directly or indirectly:

7.1 Indebtedness. Incur, create, assume or permit to exist any indebtedness except:

- (a) indebtedness to the Bank arising under this Loan Agreement and evidenced by the Note;
- (b) indebtedness to Bank for any Bank Product;
- (c) obligations incurred by Borrower in the normal course of its functioning as a community development district under the laws of the State of Florida including,

but not limited to, notes, bonds or similar securities of indebtedness issued, the proceeds of which will be utilized for the procurement, development or enhancement of assets within the District such as, but not limited to, landscaping, road construction and paving, electric street lights, fountains, street signs, traffic signs, and other similar assets.

7.2 Liens, Etc. Create, assume or suffer to exist any pledge, lien, charge or other encumbrance of any nature whatsoever on any of its assets, now or hereafter owned, except for:

- (a) Liens securing payment of the Loan; and
- (b) Liens securing indebtedness permitted under Section 7.1 above.

## **SECTION EIGHT: EVENTS OF DEFAULT**

8.1 Event of Default. An “Event of Default” shall exist if any of the following shall occur:

(a) Payment of Principal, Interest. The Borrower defaults in the prompt payment of the principal of or interest on the Loan or any fees due under this Loan Agreement when due or in the prompt performance or payment when due of any other Obligations to the Bank, whether now existing or hereafter created or arising, direct or indirect, absolute or contingent; or

(b) Payment of Other Obligations. The Borrower defaults with respect to any other agreement to which it is a party or with respect to any other indebtedness when due or the performance of any other obligation incurred in connection with any indebtedness for borrowed money, if the effect of such default is to accelerate the maturity of such indebtedness, or if the effect of such default is to permit the holder thereof to cause such indebtedness to become due prior to its stated maturity; or

(c) Representation or Warranty. Any representation or warranty made by the Borrower herein, or any representation or warranty made by the Borrower in any report, certificate, financial statement or other writing furnished in connection with or pursuant to this Loan Agreement shall, in each case, prove to be false, misleading or incomplete in any material respect on the date as of which made; or

(d) Covenants. The Borrower defaults in the performance or observance of any covenant, agreement or undertaking on its part to be performed or observed, contained herein, in the Security Document, in any other Loan Document, or in any other instrument or document which now or hereafter evidences, secures or relates to all or any part of the Loan or any extensions of credit made pursuant hereto, and the same remains unremedied for a period of thirty (30) days after notice from Bank to Borrower; or

(e) Bankruptcy, Etc. The Borrower shall make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or him or a substantial part of its or his assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or if there shall have been filed any such petition or application, or any such proceeding shall have

been commenced against Borrower in which an order for relief is entered or which remains undismissed for a period of sixty (60) days or more; or Borrower by any act or omission shall indicate its or his consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of a custodian, receiver or any trustee for it or him or any substantial part of any of its or his Properties, or shall suffer any such custodianship, receivership or trusteeship to continue undischarged for a period of sixty (60) days or more; or Borrower shall generally not pay its or his debts as such debts become due; or

(f) Removal or Concealment of Personal Property, Etc. The Borrower shall have concealed, removed, or permitted to be concealed or removed, any of its personal property with intent to hinder, delay or defraud its or his creditors or any of them, or made or suffered a transfer of any of its personal property which may be fraudulent under any bankruptcy, fraudulent conveyance or similar law; or shall have made any transfer of its personal property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or shall have suffered or permitted, while insolvent, any creditor to obtain a Lien upon any of its personal property or its Property through legal proceedings or distraint which is not vacated within thirty (30) days from the date thereof; or

(g) Reserved.

(h) Judgments. Any judgment for the payment of money is rendered against Borrower in excess of One Million Dollars (\$1,000,000) in any one case or in excess of Five Million Dollars (\$5,000,000) in the aggregate and shall remain undischarged or unvacated for a period in excess of thirty (30) days or execution shall at any time not be effectively stayed, or any judgment other than for the payment of money, or injunction, attachment, garnishment or execution is rendered against Borrower or any Guarantor or any of their assets; or

(i) Cessation of Business. Borrower dissolves or suspends or discontinues doing business; or

(j) Defaults under Other Agreements. Any default by Borrower under any agreement, document or instrument relating to any indebtedness for borrowed money owing to any person other than Bank, or any capitalized lease obligations, contingent indebtedness in connection with any guarantee, indemnity or similar type of instrument in favor of any person other than Bank, in any case in an amount in excess of One Million Dollars (\$1,000,000), which default continues for more than the applicable cure period, if any, with respect thereto, or any default by Borrower under any material contract, lease, license or other obligation to any person other than Bank, which default continues for more than the applicable cure period, if any, with respect thereto; or

(k) Criminal/Civil Proceedings. The indictment or threatened indictment of Borrower under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Borrower, pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture of any of the Property of Borrower; or

(l) Adverse Change. There shall be a material adverse change in the business, assets or prospects of Borrower after the date hereof; or Bank shall determine that the assessments pledged to secure the Loan are not sufficient to repay the sums due under the Note or other Loan Documents.

(m) Assessments. The Bank's interest in the Assessments shall for any reason cease or otherwise fail to be a valid and subsisting first priority Lien in favor of the Bank.

8.2 Remedy. Upon the occurrence of any Default and during the continuation of such Default, the Bank shall, at its option, be relieved of any obligation to make further loan advances or extensions of credit under this Agreement; and if such Default constitutes or becomes an Event of Default, the Bank may, at its option, thereupon terminate its commitment and declare the entire Loan indebtedness and all other extensions of credit to be immediately due and payable for all purposes, and may exercise all rights and remedies available to it under the Security Document, or in any Loan Document, or available at law or in equity, provided that upon the occurrence of an Event of Default specified in Section 8.1(e), the commitments of the Bank and any right of the Borrower to request borrowings hereunder shall be automatically terminated and all Obligations under the Loan Documents shall automatically become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Borrower, anything in this Agreement or in any other Loan Document to the contrary. All such rights and remedies are cumulative and nonexclusive, and may be exercised by the Bank concurrently or sequentially, in such order as the Bank may choose.

## **SECTION NINE: MISCELLANEOUS**

9.1 Amendments. The provisions of this Loan Agreement, the Note or any instrument or document executed pursuant hereto or securing the Loan indebtedness may be amended or modified only by an instrument in writing signed by the parties hereto.

9.2 Notices. All notices and other communications provided for hereunder (except for routine informational communications) shall be in writing and shall be mailed, certified mail, return receipt requested, sent by recognized national overnight courier service, or delivered to the parties at the addresses set forth in the preamble or as to any such person at such other address as shall be designated by such person in a written notice to the other parties hereto complying as to delivery with the terms of this Section 9.2. All such notices and other communications shall be effective (i) if mailed, when received or three (3) Business Days after mailing, whichever is earlier; or (ii) if sent by overnight courier service, on the first (1<sup>st</sup>) Business Day after sending; or (iii) if delivered, upon delivery.

9.3 No Waiver, Cumulative Remedies. No failure to exercise and no delay in exercising, on the part of the Bank, any right, power or privilege hereunder, or under the Note, or any of the Loan Documents, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Waiver of any right, power, or privilege hereunder or under any Loan Agreement or any instrument or document now or hereafter securing the indebtedness evidenced hereby, under the Note, or under any guaranty at any time given with respect thereto is a waiver only as to the specified item. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

9.4 Survival of Agreements. All agreements, representations and warranties made herein shall survive the delivery of the Note. This Loan Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns, except that the Borrower shall not have the right to assign its rights hereunder or any interest therein.

Bank may assign its rights and delegate its obligations under this Agreement and the other Loan Documents and further may assign, or sell participations in, all or any part of the Loan or any other interest herein to another financial institution or other person, in which event, the assignee or participant shall have, to the extent of such assignment or participation, the same rights and benefits as it would have if it were the Bank hereunder, except as otherwise provided by the terms of such assignment or participation.

9.5 Setoff by Bank. Upon the occurrence of any Event of Default as specified above, the Bank is hereby authorized at any time and from time to time, without notice to Borrower to set off, appropriate, and apply any and all items hereinabove referred to against any or all indebtedness of the Borrower to the Bank.

9.6 Governing Law. This Loan Agreement shall be governed and construed in accordance with the laws of the State of Florida; except that the provisions hereof which relate to the payment of interest shall be governed by (i) the laws of the United States, or (ii) the laws of the State of Florida, whichever permits the Bank to charge the higher rate, as more particularly set out in the Note.

9.7 Execution in Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

9.8 Terminology; Section Headings. All personal pronouns used in this Loan Agreement whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Section headings are for convenience only and neither limit nor amplify the provisions of this Loan Agreement.

9.9 Enforceability of Agreement. Should any one or more of the provisions of this Loan Agreement be determined to be illegal or unenforceable, all other provisions, nevertheless, shall remain effective and binding on the parties hereto.

9.10 Interest Limitations. It is the intention of the parties hereto to comply strictly with all applicable usury and similar laws; and, accordingly, in no event and upon no contingency shall the Bank ever be entitled to receive, collect, or apply as interest any interest, fees, charges or other payments equivalent to interest, in excess of the Maximum Rate. Any provision hereof, or of any other agreement executed by the Borrower that would otherwise operate to bind, obligate or compel the Borrower to pay interest in excess of such Maximum Rate or fees in excess of the maximum lawful amount shall be construed to require the payment of the maximum rate or amount only. The provisions of this paragraph shall be given precedence over any other provisions contained herein or in any other agreement applicable to the extensions of credit that is in conflict with the provisions of this paragraph.

9.11 Non-Control. In no event shall the Bank's rights hereunder be deemed to indicate that, the Bank is in control of the business, management or Properties of the Borrower or has power over the daily management functions and operating decisions made by the Borrower, all such rights and powers being hereby expressly reserved to the Borrower.

9.12 Extensions of Termination Date; Continuing Security.

(a) The specific Termination Date mentioned in Section One may, in the sole and unrestricted discretion of the Bank, by written notice to the Borrower, be extended one or more times to a subsequent date or dates unless, not later than thirty (30) days prior to the specific Termination Date mentioned in Section One, or, in the event of the extension of such Termination Date, not later than thirty (30) days prior to any such then effective extended Termination Date, the Borrower shall notify the Bank in writing that this Agreement shall not be further extended. The Bank shall be under no obligation whatsoever to extend the initial Termination Date, or to further extend any subsequent Termination Date to which the Bank has previously agreed in writing, any extensions of the initial or any subsequent Termination Date being in the sole and unrestricted judgment and discretion of the Bank.

(b) Upon the specific Termination Date so fixed in Section One, or in the event of the extension of this Agreement to a subsequent Termination Date (when no effective extension is in force), the Loan and all other extensions of credit (unless sooner declared to be due and payable by the Bank pursuant to the provisions hereof) shall become due and payable for all purposes. Until all such indebtedness, liabilities and obligations secured by the Security Document are satisfied in full, such termination shall not affect the security interest granted to Bank pursuant to the Security Document, nor the duties, covenants, and obligations of the Borrower therein and in this Agreement; and all of such duties, covenants and obligations shall remain in full force and effect until the Loan and all other indebtedness, liabilities and obligations of the Borrower to the Bank shall have been fully paid and satisfied in all respects.

9.13 Fees and Expenses. The Borrower agrees to pay, or reimburse the Bank for, the actual out-of-pocket expenses, including all recording fees, recording and/or privilege taxes, and also including, but not limited to reasonable attorney fees and reasonable fees of any accountants, inspectors or other similar experts, as deemed necessary by the Bank, incurred by the Bank in connection with the development, preparation, execution, amendment, recording, administration (excluding the salary of Bank's employees and Bank's normal and usual overhead expenses) or enforcement of, or the preservation of any rights under this Loan Agreement, the Note, and any Loan Document.

9.14 Time of Essence. Time is of the essence of the Borrower's obligations under this Loan Agreement, the Note, and the other instruments and documents executed and delivered in connection herewith.

9.15 Conflict. In the event of any conflict between the provisions hereof and the provisions of the Note, Security Document, or any Loan Document, during the continuance of this Agreement the provisions of this Agreement shall control.

9.16 Reports. Except as otherwise expressly set forth herein, all certificates and reports to be furnished by the Borrower to the Bank shall be furnished by an Authorized Agent of the Borrower as designated in the Authorization or as otherwise designated from time to time in writing by the Borrower, or if there is no existing designation, by the President or Chief Executive Officer of the Borrower.



9.17 Venue of Actions. As an integral part of the consideration for the making of the Loan, it is expressly understood and agreed that no suit or action shall be commenced by the Borrower with respect to the Loan contemplated hereby, or with respect to any of the loan documents, other than in a state court of competent jurisdiction in and for the County of Collier, State of Florida. .

9.18 Waiver of Right to Trial by Jury. **BORROWER AND BANK WAIVE TRIAL BY JURY IN RESPECT OF ANY “DISPUTE” AND ANY ACTION ON SUCH “DISPUTE.” THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND BANK, AND BORROWER AND BANK HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND BANK ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

9.19 Electronic Transmission of Data. Bank and Borrower agree that certain data related to the Loan (including confidential information, documents, applications and reports) may be transmitted electronically, including transmission over the Internet to the parties, the parties affiliates, agents and representatives, and other Persons involved with the subject matter of this Agreement. Borrower acknowledges and agrees that (a) there are risks associated with the use of electronic transmission and that Bank does not control the method of transmittal or service providers; (b) Bank has no obligation or responsibility whatsoever and assumes no duty or obligation for the security, receipt or third party interception of any such transmission; and (c) Borrower will release, hold harmless and indemnify Bank from any claim, damage or loss, including that arising in whole or part from Bank’s strict liability or sole, comparative or contributory negligence, which is related to the electronic transmission of data.

9.20 Electronic Imaging. This Agreement and the Loan Documents (collectively, the “Documents”) will be scanned into an optical retrieval system and the original Documents may be destroyed. By signing this Agreement, Borrower agrees that a copy from the optical retrieval system of any of the Loan Documents, including without limitation, any Note and/or Guaranty Agreement, shall have the same legal force and effect as an original and can be used in the place of an original in all circumstances and for all purposes, including but not limited to negotiation, collection, legal proceeding or authentication. The parties hereto agree that delivery of an executed counterpart of a signature page of this Agreement or any other Loan Document by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement or such Loan Document, as the case may be. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby or thereby shall be

deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Florida Uniform Electronic Transactions Act, or any other similar State laws based on the Uniform Electronic Transactions Act. The Bank may rely on any such electronic signatures without further inquiry.

9.21 USA PATRIOT Act. The Bank hereby notifies the Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Bank to identify the Borrower in accordance with the PATRIOT Act.

**[SEPARATE SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE  
TO  
REVOLVING LOAN AGREEMENT

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IN WITNESS WHEREOF, the Borrower and the Bank have caused this Agreement to be executed by their respective officers, duly authorized so to do, all as of the day and year first above written.

ATTEST:

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1,**  
a community development district of the  
State of Florida

\_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: Robert Slater

Title: Chairman of Board of Supervisors

By: \_\_\_\_\_

Name: Chelsey E. Adams, Jr.

Title: District Manager

**FIRST HORIZON BANK,**  
**a Tennessee banking corporation**

By: \_\_\_\_\_

Name: Ryan S. Ulrich

Title: Vice President

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2023**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 28, 2023**

	General 001	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2A Refunded 2002A	Debt Service Series 2014-2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Total Governmental Funds
<b>ASSETS</b>							
Operating accounts							
SunTrust	\$ 3,076,127	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,076,127
Assessment account-Iberia	301,716	-	-	-	-	-	301,716
Centennial Bank - MMA	77,938	-	-	-	-	-	77,938
Finemark - MMA	249,013	-	-	-	-	-	249,013
Finemark - ICS	726,307	-	-	-	-	-	726,307
Investments							
Revenue	-	530,180	-	375,975	-	-	906,155
Reserve - series B	-	-	-	105,756	-	-	105,756
Prepayment	-	-	997	75,371	-	-	76,368
Prepayment - 2002B exchange	-	35,096	-	-	-	-	35,096
Undeposited funds	21,260	-	-	-	-	-	21,260
Due from general fund	-	14,118	-	6,372	-	-	20,490
Due from Fiddler's Creek CDD #2	39,751	-	-	-	-	-	39,751
Prepaid expense	1,262	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	5,125
Total assets	<u>\$ 4,498,499</u>	<u>\$ 579,394</u>	<u>\$ 997</u>	<u>\$ 563,474</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,642,364</u>
<b>LIABILITIES &amp; FUND BALANCES</b>							
<b>Liabilities:</b>							
Due to other funds							
Debt service 2014-1	14,118	-	-	-	-	-	14,118
Debt service 2014-2B	6,372	-	-	-	-	-	6,372
Total liabilities	<u>20,490</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>20,490</u>
<b>Fund balances:</b>							
Restricted for							
Debt service	-	579,394	997	563,474	-	-	1,143,865
Unassigned	4,478,009	-	-	-	-	-	4,478,009
Total fund balances	<u>4,478,009</u>	<u>579,394</u>	<u>997</u>	<u>563,474</u>	<u>-</u>	<u>-</u>	<u>5,621,874</u>
Total liabilities and fund balance	<u>\$ 4,498,499</u>	<u>\$ 579,394</u>	<u>\$ 997</u>	<u>\$ 563,474</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,642,364</u>

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 87,820	\$ 2,328,082	\$ 2,447,892	95%
Assessment levy: off-roll	31,386	125,546	376,639	33%
Interest	306	1,510	-	N/A
Miscellaneous	7,380	7,594	-	N/A
Total revenues	<u>126,892</u>	<u>2,462,732</u>	<u>2,824,531</u>	87%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	1,077	3,230	12,918	25%
Management	5,044	25,219	60,525	42%
Assessment roll preparation	-	25,490	25,490	100%
Accounting services	1,647	8,235	19,764	42%
Audit	-	-	15,400	0%
Legal	1,298	4,437	25,000	18%
Engineering	5,110	16,973	50,000	34%
Telephone	69	349	838	42%
Postage	159	795	2,300	35%
Insurance	-	32,826	30,000	109%
Printing and binding	55	275	659	42%
Legal advertising	-	371	2,000	19%
Office supplies	-	156	750	21%
Annual district filing fee	-	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	53	306	4,000	8%
Website/ADA website compliance	-	210	920	23%
Dissemination agent	985	4,928	11,828	42%
Total administrative	<u>15,497</u>	<u>123,975</u>	<u>282,067</u>	44%
<b>Field management</b>				
Field management services	2,187	10,932	26,237	42%
Total field management	<u>2,187</u>	<u>10,932</u>	<u>26,237</u>	42%
<b>Water management maintenance</b>				
Other contractual	17,380	84,951	279,756	30%
Fountains	4,553	32,072	65,000	49%
Total water management maintenance	<u>21,933</u>	<u>117,023</u>	<u>344,756</u>	34%
<b>Street lighting</b>				
Contractual services	220	3,667	15,000	24%
Electricity	2,817	13,514	28,000	48%
Holiday lighting program	-	16,500	16,500	100%
Miscellaneous	-	-	1,500	0%
Hurricane contract svc	816	816	-	N/A
Total street lighting	<u>3,853</u>	<u>34,497</u>	<u>61,000</u>	57%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual - landscape maintenance	5,058	230,639	986,000	23%
Other contractual - flowers	11,982	31,444	52,000	60%
Other contractual - mosquito control	-	-	40,000	0%
Improvements and renovations	2,380	7,040	125,000	6%
Contingencies	-	-	15,000	0%
Hurricane clean-up	-	7,560	-	N/A
Total landscaping	<u>19,420</u>	<u>276,683</u>	<u>1,218,000</u>	23%
<b>Roadway</b>				
Roadway maintenance	37,800	44,362	85,000	52%
Capital outlay	-	-	40,000	0%
Total roadway	<u>37,800</u>	<u>44,362</u>	<u>125,000</u>	35%
<b>Irrigation supply</b>				
Electricity	65	316	750	42%
Repairs and maintenance	-	-	50,000	0%
Other contractual-irrigation manager	13,125	13,125	50,000	26%
Supply system	8,739	50,023	552,475	9%
Total irrigation supply	<u>21,929</u>	<u>63,464</u>	<u>653,225</u>	10%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	38,248	0%
Tax collector	1,756	46,538	50,998	91%
Total other fees & charges	<u>1,756</u>	<u>46,538</u>	<u>89,246</u>	52%
Total expenditures	<u>124,375</u>	<u>717,474</u>	<u>2,799,531</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	2,517	1,745,258	25,000	
Fund balances - beginning	4,475,492	2,732,751	1,929,977	
Assigned				
Working capital	706,133	706,133	706,133	
Sandpiper traffic signal obligation	352,000	352,000	352,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	3,319,876	3,319,876	796,844	
Fund balances - ending	<u>\$ 4,478,009</u>	<u>\$ 4,478,009</u>	<u>\$ 1,954,977</u>	



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 14,406	\$ 381,912	\$ 396,576	96%
Assessment prepayments	-	33,781	-	N/A
Interest	1,037	3,208	-	N/A
Total revenues	<u>15,443</u>	<u>418,901</u>	<u>396,576</u>	106%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	190,000	0%
Interest	-	98,050	196,100	50%
Total debt service	<u>-</u>	<u>98,050</u>	<u>386,100</u>	25%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,197	0%
Tax collector	288	7,634	8,262	92%
Total other fees & charges	<u>288</u>	<u>7,634</u>	<u>14,459</u>	53%
Total expenditures	<u>288</u>	<u>105,684</u>	<u>400,559</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	15,155	313,217	(3,983)	
Fund balances - beginning	564,239	266,177	315,151	
Fund balances - ending	<u>\$ 579,394</u>	<u>\$ 579,394</u>	<u>\$ 311,168</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 95,047	\$ 365,094	26%
Interest	3	16	-	N/A
Total revenues	<u>3</u>	<u>95,063</u>	<u>365,094</u>	26%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	175,000	0%
Interest	-	95,047	190,094	50%
Total expenditures	<u>-</u>	<u>95,047</u>	<u>365,094</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	3	16	-	
Fund balances - beginning	994	981	981	
Fund balances - ending	<u>\$ 997</u>	<u>\$ 997</u>	<u>\$ 981</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 6,502	\$ 172,365	\$ 225,216	77%
Assessment prepayments	-	68,582	-	N/A
Interest	1,476	6,456	-	N/A
Total revenues	<u>7,978</u>	<u>247,403</u>	<u>225,216</u>	110%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Principal prepayment	-	349,844	-	N/A
Interest	-	57,234	114,469	50%
Total debt service	<u>-</u>	<u>407,078</u>	<u>219,469</u>	185%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,519	0%
Tax collector	130	3,446	4,692	73%
Total other fees & charges	<u>130</u>	<u>3,446</u>	<u>8,211</u>	42%
Total expenditures	<u>130</u>	<u>410,524</u>	<u>227,680</u>	180%
Excess/(deficiency) of revenues over/(under) expenditures	7,848	(163,121)	(2,464)	
Fund balances - beginning	555,626	726,595	459,750	
Fund balances - ending	<u>\$ 563,474</u>	<u>\$ 563,474</u>	<u>\$ 457,286</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 180,900	\$ 591,800	31%
Total revenues	<u>-</u>	<u>180,900</u>	<u>591,800</u>	31%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	230,000	0%
Interest	-	180,900	361,800	50%
Total expenditures	<u>-</u>	<u>180,900</u>	<u>591,800</u>	31%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	187,500	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 187,500</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)  
FOR THE PERIOD ENDED FEBRUARY 28, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ 191,100	\$ 627,200	30%
Total revenues	<u>-</u>	<u>191,100</u>	<u>627,200</u>	30%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	245,000	0%
Interest	-	191,100	382,200	50%
Total expenditures	<u>-</u>	<u>191,100</u>	<u>627,200</u>	30%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	(1,528)	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,528)</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING**

**FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on February 22, 2023 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Frank Weinberg	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Richard Renaud	Foundation Safety Manager
Ryan Hennesey	Foundation Director
Jody Benet	Fiddler’s Creek Irrigation Manager
Mason Maher	SOLitude Lake Mangmnt – Field Ops Mgr.
Mike Barrow	GulfScapes Landscape Management
Alex Kurth	Premier Lakes
Laura Patterson	Landscape Architect
Fred Creamer	Resident/Cherry Oaks HOA Board Member
George Varianides	Resident
Dorothy Hirsch	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:00 a.m. All Supervisors were present.

**SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3 minutes per speaker)**

42 Resident George Varianides asked the corner of Fiddler’s Creek Parkway and Sandpiper  
43 Drive. Mr. Cole stated The Foundation is re-constructing a temporary storage site and  
44 construction trailer and supplementing buffer plantings that were previously removed.

45 Mr. Slater stated this matter was discussed at the last meeting and it is a permitted use  
46 that is recorded in the Planned Unit Development (PUD) documents. He suggested contacting  
47 The Foundation or Gulf Bay for additional information. Mr. Parisi discussed the overall project,  
48 which he expects to be completed by March 15, 2023.

49 Resident and Cherry Oaks HOA Board Member Fred Creamer, on behalf of the HOA,  
50 asked for the CDD Board to consider installing two permanent “No Construction or “No  
51 Commercial Vehicle” signs on Sandpiper and Club Center Boulevard, adjacent to Marsh Cove to  
52 eliminate construction traffic, property damage and possible injury.

53 Discussion ensued regarding GPS directing traffic to these areas and the CDD’s inability  
54 to enforce violations as the roads are public and has City or County assigned weight limits.

55 Mr. Slater motioned to install the requested signage. The motion died due to a lack of a  
56 second.

57 Mr. Schmitt asked if a traffic calming device can be installed to deter turns. Mr. Cole was  
58 asked to research this and provide options at the next meeting.

59

60 **THIRD ORDER OF BUSINESS**

**Quality Control Lake Report, SOLitude Lake  
Management, LLC**

61  
62

63 • **February 2023**

64 Mr. Maher presented the Quality Control Lake Report.

65

66 **FOURTH ORDER OF BUSINESS**

**Health, Safety and Environment Report**

67

68 **A. Irrigation and Pressure Cleaning Efforts**

69 Mr. Renaud reviewed the Monthly PowerPoint presentation, which included reminders  
70 to report questions, comments or concerns to the [Irrigation@Fiddlerscreek.com](mailto:Irrigation@Fiddlerscreek.com) or  
71 [Pressurewashing@Fiddlerscreek.com](mailto:Pressurewashing@Fiddlerscreek.com) email addresses or directly to the Safety Department.

72 Mr. Renaud was asked to make sure the Mahogany Bend sidewalks were cleaned.

73 **B. Security and Safety Update**



74 Mr. Renaud reviewed the monthly PowerPoint presentation, which included reminders  
75 to first call 911 in an emergency, followed by reporting the incident or other non-emergency  
76 needs to the Community Patrol. Residents can register guests on the mobile app or by calling  
77 the Automated Gatehouse or emailing [Safety@Fiddlerscreek.com](mailto:Safety@Fiddlerscreek.com).

78 Mr. Renaud was asked to research why a temporary meter is still connected to the fire  
79 hydrant.

80 Mr. Parisi introduced the new Director of Community Services Ryan Hennessey who will  
81 be overseeing various departments.

82 Mr. Hennessey spoke of his professional and personal background.

83

#### 84 FIFTH ORDER OF BUSINESS

#### Developer's Report

85

86 Mr. Parisi reported the following:

- 87 ➤ Construction Compound: Expects completion by March 15, 2023.
- 88 ➤ Golf Clubhouse: Residents were advised to stay clear of the active construction site until  
89 fencing and signs are re-installed.
- 90 ➤ The golf clubhouse and driving range is being relocated so home construction can  
91 commence on Parcel 86, in Hidden Cove. Runaway Bay will be contacted at the appropriate  
92 time to coordinate construction activity.

93

#### 94 SIXTH ORDER OF BUSINESS

#### Engineer's Report: *Hole Montes, Inc.*

95

96 Mr. Cole reported the following:

- 97 ➤ The sidewalk repair project will commence in three weeks. A separate proposal plus  
98 20% will be prepared for the real estate closing on Friday.

99 Mr. Pires suggested adding 20% to the proposed repair costs that will be kept in escrow.

100 Discussion ensued regarding the decision for the CDD to incur these costs, making an  
101 exception since it was recorded in the real estate documents and the closing is tomorrow, the  
102 HOA's delay in informing residents, reactions to Mr. Pires' letter, defining the project and  
103 making sure to remove the roots.

- 104 ➤ Lake Bank Erosion: Areas at Mallards Landing, Runaway Lane and Bent Creek were  
105 identified. Lake 34A will be inspected after the meeting. A priority list and proposals will be  
106 presented at the next meeting to deplete the \$60,000 budgeted for Fiscal Year 2023.

107 ➤ Irrigation Pump House #2: Bid results will be presented at the next meeting.  
 108 The scope of work, constructing a new roof, hiring an Architect and meeting with Mr.  
 109 Benet and an Architect, were discussed.  
 110 A separate contractor will be engaged for roof replacement. Mr. Cole will discuss roof  
 111 options with the Architect and present the options at the next meeting.  
 112 Mr. Parisi will coordinate projects with Mr. Cole.

**On MOTION by Mr. Weinberg and seconded by Mr. Schmitt, with all in favor, authorizing a not-to-exceed amount of \$35,000 for Professional Architectural Design Services related to Irrigation Pump House #2, was approved.**

113  
 114  
 115  
 116  
 117  
 118  
 119 ➤ Sandpiper Drive Traffic Signal: Bid results will be presented at the next meeting.  
 120 Regarding the traffic light, Mr. Cole hopes the Florida Department of Transportation  
 121 (FDOT) will approve the resubmitted plans by early March. The bid results will be presented at  
 122 the March meeting. He hopes it will be operational by the first quarter of 2024.  
 123 Regarding the sidewalk repair project on Mulberry Lane, Mr. Cole stated he will email  
 124 the start date to Mrs. Adams, Mr. Albeit and Security to notify the residents.

**SEVENTH ORDER OF BUSINESS**

**Consideration of Award of Contract for Lake and Wetland Maintenance**

125  
 126  
 127  
 128  
 129  
 130 Mrs. Adams presented the bid results for the Lake and Wetland Maintenance contract.  
 131 She recommended awarding the contract to Premier Lakes, Inc., (Premier), as Premier's key  
 132 personnel are former Lake Masters/SOLitude Lake Management staff who have worked with  
 133 the CDD for over 20 years.

**On MOTION by Mr. Weinberg and seconded by Mr. Badessa, with all in favor, awarding the Lake and Wetland Maintenance contract to Premier Lakes, Inc., in the amount of \$175,920 for the first year and considering the renewal option for the second year later, due to the cost, was approved.**

134  
 135  
 136  
 137  
 138  
 139  
 140

141 **EIGHTH ORDER OF BUSINESS**

Discussion/Consideration of Landscape Architect (to be provided under separate cover)

142  
143  
144

145 Mrs. Adams introduced GulfScapes in-house Landscape Architect Laura Patterson. She  
146 will assess the landscaping and make recommendations for improvements and will present a  
147 proposal at the next meeting for the Board's consideration. Mr. Badessa mentioned the  
148 bougainvillea's and asked for a landscape replacement schedule to be included in Ms.  
149 Patterson's Report.

150

151 **NINTH ORDER OF BUSINESS**

Consideration of First Horizon Bank Remaining Renewal Loan Documents

152  
153

154 **A. Consideration of Renewal Revolving Credit Note**155 **B. Consideration of Amended and Restated Revolving Loan Agreement**

156 This item was deferred, as the bank submitted incorrect documents. Mr. Adams  
157 responded to questions about determining a sufficient loan amount for emergencies, such as a  
158 hurricane and the bank's name change.

159

160 **TENTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of January 31, 2023

161  
162

163 The Unaudited Financial Statements as of January 31, 2023 were included for  
164 informational purposes.

165 Mrs. Adams distributed and reviewed the Financial Highlights Report. Mr. Christiansen  
166 asked for the appropriate adjustments to be made to the "Due from Fiddler's Creek CDD #2"  
167 budget line item.

168 The financials were accepted.

169

170 **ELEVENTH ORDER OF BUSINESS**

Approval of January 25, 2023 Regular Meeting Minutes

171  
172

173 Mr. Slater presented the January 25, 2023 Regular Meeting Minutes. The following  
174 changes were made:

175 Line 67: Insert "geo-tube" after "blown"

176 Line 110: Change "STP" to "SDP"

177 Line 143: Change “Court” to “County Clerk”  
 178 Regarding Line 67, Mr. Cole will inspect the geo-tube on Lake 34-A after the meeting.  
 179 Regarding Line 107, once finalized, Mr. Parisi will email the architectural renderings of  
 180 the Championship Drive Gatehouse to Mrs. Adams to distribute to the Board.  
 181

182 **On MOTION by Mr. Weinberg and seconded by Mr. Badessa, with all in favor,**  
 183 **the January 25, 2023 Regular Meeting Minutes, as amended, were approved.**

184  
 185  
 186 **TWELFTH ORDER OF BUSINESS** **Action/Agenda or Completed Items**  
 187  
 188 Items 3, 4, 5, 7, 8, 9, 11, 13, 19 and 21 were completed.  
 189 Combine Item 18 with Item 6.  
 190 Item 10: Mr. Pires will follow up on status of Watershed Improvement Plan.  
 191 Item 12: There is only one downed tree left to address.

192

193 **THIRTEENTH ORDER OF BUSINESS** **Staff Reports**  
 194  
 195 **A. District Counsel: *Woodward, Pires and Lombardo, P.A.***

196 Mr. Pires distributed copies of letters sent to the residents and to Southwest Property  
 197 Management, which is the Manager for the Mulberry HOA. Supporting documents were  
 198 included informing the property owners’ of their responsibility to maintain their property and  
 199 the obligation to pay to repair damages on CDD property caused by tree roots. He felt that the  
 200 notice that the Mulberry HOA sent resulted in a positive reaction.

201 Mr. Schmitt read Mulberry’s blog and voiced his opinion that the letter generated more  
 202 confusion for the residents, making them think they need to engage a sidewalk contractor.

203 A resident stated that most residents are accepting responsibility and requested cost  
 204 estimates so they can budget accordingly.

205 It was noted that the Board decided to incur these costs this time but, going forward,  
 206 the CDD might assess property owners if it is determined they did not take corrective action to  
 207 prevent roots damaging CDD property.

208 Resident Dorothy Hirsch asked if the new homeowner must pay for the repairs. Mr.  
 209 Badessa replied affirmatively, as the costs were already included in the closing documents.

210 A Mulberry HOA Board Member asked for help drafting information to post on the blog.

211 Discussion ensued about property owners notifying their insurance carriers regarding  
212 liability and property owners being responsible for maintaining the landscaping all way to the  
213 valley gutter.

214 **B. District Manager: *Wrathell, Hunt and Associates, LLC***

- 215 • **NEXT MEETING DATE: March 22, 2023 at 8:00 A.M.**

- 216 ○ **QUORUM CHECK**

217 Supervisors Badessa, Christensen, Schmitt and Slater confirmed their attendance at the  
218 March 22, 2023 meeting. Supervisor Weinberg will not be present.

219 **C. Operations Manager: *Wrathell, Hunt and Associates, LLC***

220 Mrs. Adams distributed and presented the Monthly Field Operations Report.

221 Mrs. Adams asked Mr. Parisi for assistance with stonework on the decorative bridge in  
222 Marsh Cove, as she is having difficulty reaching the contractor. Mr. Parisi stated that changes  
223 will be made to the area next year and the CDD might need to consider different materials.  
224 Mrs. Adams will email the information to Mr. Parisi.

225

226 **FOURTEENTH ORDER OF BUSINESS**

**Supervisors' Requests**

227

228 There were no Supervisors' requests.

229

230 **FIFTEENTH ORDER OF BUSINESS**

**Public Comments**

231

232 Mr. Creamer appreciated the Board having Mr. Cole research traffic calming device  
233 options at Sandpiper and Marsh Cove.

234 Mr. Cole read a response to the email he sent earlier in the meeting, in which Norm  
235 stated that the Fire Department is a bit of a challenge. He will contact the Fire Department to  
236 discuss and report his findings at the next meeting.

237

238 **SIXTEENTH ORDER OF BUSINESS**

**Adjournment**

239

240 There being nothing further to discuss, the meeting adjourned at 9:33 a.m.

241

242

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

243  
244  
245  
246  
247  
248

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**ACTION/AGENDA  
ITEMS**

### FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION/ AGENDA OR BOTH	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	<b>ACTION</b>	Per Mr. Brougham, Ms. Lord to request that the CDD receive a status report on its boundary legal bills. <b>10.24.18</b> Mr. Pires: Working w/ Ms. Lord to resolve some items. <b>12.09.20</b> Mr. Pires: Speak w/ Mr. Parisi re reimbursement of CDD legal costs. <b>05.26.21</b> Mr. Pires: Pursue settlement offer & discuss w/ Mr. Parisi. <b>02.23.22</b> Mr. Pires: Follow up. <b>03.23.22</b> Mr. Pires: Discuss w/ Mr. Parisi. <b>06.22.22</b> Send details to Mr. Parisi. <b>07.27.22</b> Sending pkg today. <b>12.14.22/01.25.23</b> Mr. Pires: meet w/ Mr. Parisi to discuss materials.	X			
2	02.23.22	<b>BOTH</b>	Mr. Adams: Request adjustment of the Horizons Bank Revolving Line of Credit Term to match the calendar year. <b>03.23.22</b> Term Sheet revisions submitted; final docs pending. <b>06.22.22</b> : Awaiting revised docs. <b>07.27.22</b> Bank name now New Horizons. <b>01.25.23</b> Mr. Adams: check status. <b>02.22.23</b> Deferred to March.	X			
3	10.26.22	<b>BOTH</b>	Mr. Parisi: Present bids for Championship Gate redesign. <b>02.22.23</b> Once finalized, email Architectural gatehouse renderings to Mrs. Adams to forward to Board.	X			
4	10.26.22	<b>ACTION</b>	Mr. Pires: Forward agenda backup materials from County Selection Committee meeting about Watershed Improvement Plan to Mr. Parisi, Mr. Cole & Mr. Adams. Mr. Slater: Obtain further information from Ms. Patterson. <b>02.22.23</b> Mr. Pires to follow up on status.	X			
5	12.14.22	<b>ACTION</b>	Mr. Jasiacki: Find out if Juniper is addressing the 3 downed trees off Championship Dr. & Montreux. <b>02.22.23</b> Only 1 downed tree left.	X			
6	01.25.23	<b>ACTION</b>	Mrs. Adams: Send Mr. Barrow request from Ms. Hirsch to replace the shrubs between Championship Drive & 7621 Mulberry Lane. <b>02.22.23</b> Work underway.	X			
7	01.25.23	<b>ACTION</b>	Mr. Maher: Inspect, treat & remove bullrush in lakes on resident side.	X			
8	01.25.23	<b>ACTION</b>	Mr. Jasiacki: Have cones removed at Whisper Trace & Peppertree intersection. Find out why temporary meter is connected to fire hydrant on Championship Dr. & report findings at next meeting. <b>02.22.23</b> Mr. Renaud: Research and give update at next meeting.	X			
9	01.25.23	<b>ACTION</b>	Mr. Cole: Proceed with relocating Cherry Oaks Trail speed limit sign.	X	X		





### FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	07.27.22	<b>BOTH</b>	Mr. Cole: Obtain proposal to inspect & repair sidewalk trip hazards. <b>08.31.22</b> Mr. Cole: Have contractor identify reason for damage & provide repair cost per address. <b>12.14.22</b> Mr. Cole: Present Collier Paving proposals at next meeting.			X	01.25.23
2	10.26.22	<b>ACTION</b>	Mr. Slater: Ask County if it will schedule a pickup of curbside debris and advise Mr. Darryll Adams to relay to residents.			X	01.25.23
3	10.26.22	<b>ACTION</b>	Mrs. Adams: Review The Foundation Agreement to see if they need to pay for extra pressure washing services.			X	01.25.23
4	10.26.22	<b>ACTION</b>	Mr. Albeit: Track time spent monitoring speeding devices for violations and make necessary adjustments for efficient use of time. <b>01.25.23</b> overnight gatehouse staff is being trained to monitor the devices.			X	01.25.23
5	10.26.22	<b>ACTION</b>	Mr. Parisi: Have cameras installed at construction area by Sandpiper.			X	01.25.23
6	12.14.22	<b>ACTION</b>	Mr. Cole: Research and, if possible, relocate speed devices to Cherry Oaks Trail and find out if County approval is needed to paint roadway. Mr. Creamer: Email addresses to Mrs. Adams to email to Mr. Cole.			X	01.25.23
7	12.14.22	<b>ACTION</b>	Mrs. Adams: Have Staff address downed lake entry fountain and email update to Board.			X	01.25.23
8	12.14.22	<b>BOTH</b>	Agenda Item: Irrigation and Pressure Cleaning Efforts: Replace "Julie Starr" with "Ed Jasielcki"			X	01.25.23
9	12.14.22	<b>ACTION</b>	Mr. Albeit: Find out if entrance at 951 and Fiddler's Creek Parkway is being used as a holding place.			X	01.25.23
10	12.14.22	<b>BOTH</b>	Mr. Cole: Present proposed bid package to replace Irrigation Pump House #2 and proposal to repair doors and screens for exhaust fan.			X	01.25.23
11	08.31.22	<b>ACTION</b>	Mr. Pires: Send letter to Southwest Properties & Mulberry HOA about responsibility to inform residents of their responsibility to pay sidewalk repair and tree trimming costs due to tree roots damaging CDD property. Include CDD Rule & Tree Trimming Policy in letter. <b>10.26.22</b> Mr. Cole: Give photographs to Mr. Pires. Mr. Pires: Record certified copy of resolution in the public record. <b>12.14.22</b> Mrs. Adams: Ask resident for clean copy of backup materials and have Mr. Cole's Nov 15, 2022 email included in minutes. Mr. Pires: Work with Staff to prepare Agreement, file letter and Resolution with Court and have resident pay			X	02.22.23



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**STAFF  
REPORTS**

<b>FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 26, 2022</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>December 14, 2022*</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>January 25, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>February 22, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>March 22, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>April 26, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>May 24, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>June 28, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>July 26, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>August 23, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>8:00 AM</b>
<b>September 27, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>

**\*Exception**

*December meeting date is two weeks earlier to accommodate the Christmas Holiday.*